

APPROVED

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COUNTY COUNCIL FOR MONTGOMERY COUNTY, MARYLAND

IN LEGISLATIVE SESSION

Tues., June 24, 1986 Rockville, Md.

The County Council for Montgomery County, Maryland, convened in Legislative Session in the Council Hearing Room, Stella B. Werner Council Office Building, Rockville, Maryland, at 9:20 A.M. on Tuesday, June 24, 1986.

PRESENT

William E. Hanna, Jr., President	Neal Potter, Vice President
Scott Fosler, President Pro Tem	Michael L. Gudis
Rose Crenca	David L. Scull
Esther P. Gelman	

The President in the Chair.

CALL OF BILLS FOR FINAL READING

SUBJECT: Bill No. 9-86, Montgomery County Urban Districts

ISSUES DISCUSSED: The memorandum, with attachments, dated June 24, 1986, from Legislative Counsel Moran setting forth the issues considered by the Transportation and Environment Committee; whether an urban district should be created in Wheaton.

(The Vice President in the Chair.)

ISSUES DISCUSSED: Mr. Hanna's motion to authorize Wheaton as an urban district, but delay its implementation until such time as development warrants.

(The President in the Chair.)

ISSUES DISCUSSED: Mr. Potter's amendment to Mr. Hanna's motion (accepted by the maker) that the County Executive determine when to implement the Wheaton urban district; Ms. Crenca's statement that Wheaton is in the early stages of

revitalization and that the Wheaton Revitalization Advisory Community Board should make the decision regarding designation of the Wheaton urban district when appropriate; the written testimony contained in the packet from the Wheaton/Kensington Citizens Advisory Board indicating its support of the concept of creating urban districts, but that expected development in Wheaton is several years away; the funding for maintenance in the Wheaton business district; Director of the Department of Transportation McGarry's statement that Wheaton does not generate enough in taxes to the Suburban District for maintenance under the present system and his suggestion that the County establish a policy that the Suburban District fund balances not support Wheaton area maintenance; whether the Council can delegate the authority to the County Executive to implement the Wheaton urban district at a later date; whether to amend the legislation to outline specific criteria to be followed for implementation of the Wheaton urban district in order to avoid the delegation of authority problem; Ms. Gelman's concern that amending the bill to exclude Wheaton would be contrary to the Council's intent; Planning Board Chairman Christeller's suggested revision to Mr. Hanna's motion to provide that implementation of the Wheaton urban district would not take place until the Executive submits a budget to the Council and the Council approves it; Mr. Gudis's amendment to the amended motion (accepted by the maker) that Mr. Hanna's motion incorporate Mr. Christeller's suggested revisions; Mr. Scull's suggestion that action on the bill be postponed until later in the week to allow the legal staff time to draft the amendments for Council review.

ACTION: Agreed to postpone final action on the bill until later in the day to allow the attorneys time to draft an amendment incorporating the suggestions by Councilmembers and Mr. Christeller regarding the creation of the Wheaton urban district

by motion of Councilmember Fosler, without objection.

SUBJECT: Bill No. 4-86, Compensation of Elected Officials

ISSUES DISCUSSED: Mr. Scull's motion to conform the bill to County Code revisions previously enacted; the question of whether restrictions apply to the State's Attorney and the Sheriff regarding outside income; Mr. Hanna's statement that the Government Structure, Automation and Regulation (GSA) Committee did not recommend changing the law in this regard; the question of whether the law specifically states that the position of councilmember will be full-time or part-time; and Legislative Counsel Fadden's response that the law is silent in this respect; Mr. Potter's suggestion that the retirement system for elected officials be changed to provide vesting, coupled with indexing, prior to the current requirement of five years of service; Mr. Hanna's statement that he will shortly introduce legislation that will address Mr. Potter's concerns; Mr. Potter's response that current limitations of the retirement system regarding when retirement benefits commence affect all County employees and that he would like a legal opinion as to the feasibility of subsequent amendment of the proposed legislation; Assistant County Attorney Stern's response that the issue touches on Section 107 of the Charter and will

be reviewed within that context; Mr. Fosler's statement that the position of councilmember should be part-time to allow pursuit of outside employment, that such outside employment has intrinsic value because it provides another perspective, that setting salaries of public officials too high will lead the public to conclude the position of councilmember is a full-time position, that legislators in neighboring jurisdictions, such as Fairfax County, spend less time on the job because the County Manager is full time and the same should hold true for Montgomery County as Montgomery County has a full-time executive; Mr. Gudis's opinion that it seems reasonable to set a councilmember's salary at a level to compensate for the demands on a person's time and energy; Ms. Crenca's remarks that the Council's involvement is greater than previously despite the Council/Executive form of government; Mr. Scull's remarks that the County can benefit from legislators that are actively pursuing other commitments and employment and that the County's ethics law offers protection against potential conflicts of interest, that the proposed salary increase for councilmembers is too great in view of the current rate of inflation and that councilmembers' salaries be set at \$43,000 and that of the County Executive at \$78,000; Mr. Fosler's statement that a salary increase of 10% and/or dollar amount of \$42,000 for councilmembers is reasonable; Ms. Crenca's motion (did not receive a second) to defer action on the bill until next week.

ACTION: Amended Sec. 2-106 to provide that compensation for members of the County Council shall be \$43,000 per annum

by motion of Councilmember Fosler

YEAS: Crenca, Fosler, Gelman, Scull

NAYS: Gudis, Potter, Hanna.

ISSUES DISCUSSED: Ms. Crenca's motion to amend the bill to provide that the Sheriff's rate of compensation per annum be the same as councilmembers (the motion failed for lack of a majority vote, with Councilmember Crenca voting in the affirmative, the remaining Councilmembers voting in the negative).

ACTION: Amended Section 2-106 of the bill to provide that the compensation for the County Executive will be \$78,000 per annum

by motion of Councilmember Crenca

YEAS: Crenca, Gelman, Gudis, Scull

NAYS: Fosler, Potter, Hanna.

Accepted the Committee's recommendation to delete the ceilings on cost-of-living adjustments for each public office as set forth in the bill

by motion of Vice President Potter, without objection.

(The Vice President in the Chair.)

ISSUES DISCUSSED: The provision in the bill to reduce the annual cost-of-living adjustment to officeholders' salaries from the current 75% of the change in the annual Consumer Price Index (CPI) increase to 67%.

ACTION: Defeated Mr. Hanna's motion to amend the bill to provide that the annual cost-of-living adjustment to officeholders' salaries be 75% of the annual CPI change

YEAS: Crenca, Gudis, Hanna

NAYS: Fosler, Gelman, Scull Potter.

(The President in the Chair.)

Waived the reading of the title, and approved the amendments recommended by the Government Structure, Automation and Regulation Committee, as follows, including the amendment earlier moved by Councilmember Scull to conform the bill to Code revisions previously enacted:

by motion of Councilmember Scull.

- EXPLANATION:
- **Boldface** indicates matter that is a heading or a defined term.
 - Underlining indicates matter added to existing law.
 - [[Double Brackets]] indicate matter repealed from existing law.
 - **CAPITALS** indicate matter quoted from existing law which is added to the bill by amendment.
 - **UNDERLINED CAPITALS** indicate matter added to existing law by amendment to the bill.
 - ~~Strikes~~ indicate matter deleted from the bill by amendment.
 - * * * indicates existing law unaffected by the bill.

The County Council for Montgomery County, Maryland, approves the following act:

Sec. 1. Sections 2-7, ~~2-24, 2-66~~, 2-106, and 2-123A of Chapter 2 are amended to read as follows:

2-7. Location of sheriff's office; compensation of sheriff; required use of vehicle.

(a) The sheriff for the county shall hold his office at the courthouse and shall attend at such office at all times, Sunday excepted, in person or by deputy, for the transaction of business.

(b) The sheriff shall be compensated for the performance of public duties [[thirty six thousand five hundred five dollars (\$36,505.00)]] \$45,000 per annum, which shall be adjusted on the first day of the term of office of the person elected to that office on November [[2, 1982]] 4, 1986, and adjusted thereafter on the annual anniversary of the first day of the term of office by a percentage which is [[seventy-five (75)]] 67 percent of the percentage by which the consumer price index for all urban consumers for the Washington metropolitan area for September shall have changed from the preceding September, ~~// subject to a maximum compensation of~~ [[forty-two thousand dollars (\$42,000.00)]] \$34,300 per annum.

(c) The sheriff is directed and required to use his county vehicle, at county expense, to travel to and from work, in order to maintain communication with his office and with other county officials.

~~2-24 // Compensation of county executive~~

~~The county executive shall be compensated for the performance of public duties under the charter of the county, [[sixty-two thousand nine hundred thirty-eight dollars (\$62,938.00)]] \$80,000 per annum, which shall be adjusted on the first Monday in December, [[1982]] 1986, and adjusted annually thereafter on the first Monday in December by a percentage which is~~

[[seventy-five/(75)]]/67/percent/of/the/percentage/by/which/the/consumer
price/index/for/all/urban/consumers/for/the/Washington/metropolitan/area/for
September/shall/have/changed/from/the/preceding/September,/subject/to/a
maximum/compensation/of/[[seventy-one/thousand/dollars/(\$71,000/00)]]
\$96,300/per/annum.

2-66. Compensation of members of the county council

The/compensation/of/the/members/of/the/county/council/for/the
performance/of/public/duties/under/the/chapter/of/the/county/shall/be
[[twenty-six/thousand/dollars/(\$26,000/00)]]/\$48,000/\$43,000/per/annum,
beginning/on/the/first/Monday/in/December,/[[1978]]/1986,/and/adjusted
annually/thereafter/on/the/first/Monday/in/December/by/a/percentage/which/is
[[seventy-five/(75)]]/67/percent/of/the/percentage/by/which/the/consumer
price/index/for/all/urban/consumers/for/the/Washington/metropolitan/area/for
September/shall/have/changed/from/the/preceding/September,/subject/to/the
maximum/compensation/of/\$38,000/per/annum.//[[The]]/Notwithstanding/that
maximum/compensation,/the//THE/compensation/of/the/president/of/the/county
council/shall/be/fixed/at/[[twenty-five/hundred/dollars/(\$2,500/00)]]/10%
per/annum/in/excess/of/the/salary/of/other/council/members.//Service/by/a
council/member/on/any/board,/agency,/authority/of/commission,/where/the
council/member/is/appointed/or/confirmed/by/the/council,/shall/be/considered
part/of/the/official/duties/of/the/council/member,/and/there/shall/be/no
additional/compensation/for/such/services/

2-106. SALARIES OF THE COUNTY EXECUTIVE AND THE COUNCILMEMBERS.

(a) BASE SALARIES. BEGINNING ON DECEMBER [[3, 1984,]] 1, 1986:

(1) THE COUNTY EXECUTIVE RECEIVES AN ANNUAL SALARY OF \$70,034

\$80,000 \$78,000;

(2) COUNCILMEMBERS EACH RECEIVE AN ANNUAL SALARY OF ~~\$36,418~~
~~\$43,000~~ \$43,000; AND

(3) THE PRESIDENT OF THE COUNCIL RECEIVES AN ADDITIONAL ~~\$2,300~~
10 PERCENT OF THE SALARY OF OTHER COUNCILMEMBERS.

(b) ANNUAL ADJUSTMENTS. THE SALARIES OF THE COUNTY EXECUTIVE AND THE
COUNCILMEMBERS ARE ADJUSTED EACH YEAR ON THE FIRST MONDAY IN
DECEMBER BY ~~THREE-QUARTERS~~ 67 PERCENT OF THE CHANGE IN THE
CONSUMER PRICE INDEX FROM SEPTEMBER OF THE PREVIOUS YEAR TO
SEPTEMBER OF THAT YEAR. THE ADJUSTMENT IS DEFINED BY THE FOLLOWING
FORMULA.

$$A = B ((\del{175} \underline{.67} (C - D) / D) + 1)$$

WHERE:

A IS THE SALARY IN THE PRESENT YEAR;

B IS THE SALARY IN THE PREVIOUS YEAR;

C IS THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS FOR THE
WASHINGTON METROPOLITAN AREA IN SEPTEMBER OF THE PRESENT
YEAR; AND

D IS THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS FOR THE
WASHINGTON METROPOLITAN AREA IN SEPTEMBER OF THE PREVIOUS
YEAR.

~~(c) MAXIMUM SALARY // THE SALARY OF THE COUNTY EXECUTIVE MUST NOT /~~
~~EXCEED \$71,000 / A YEAR /~~

(d) (c) ADDITIONAL COMPENSATION.

(1) COUNTY EXECUTIVE. THE COUNTY EXECUTIVE'S AUTHORITY TO ACCEPT
ADDITIONAL COMPENSATION IS LIMITED BY SECTIONS 203 AND 407 OF
THE CHARTER.

(2) COUNCILMEMBERS. COUNCILMEMBERS MUST NOT RECEIVE ADDITIONAL COMPENSATION FOR PERFORMING THEIR DUTIES TO THE COUNTY. THE DUTIES OF A COUNCILMEMBER INCLUDE SERVICE ON ANY BOARD, AGENCY, AUTHORITY, OR COMMISSION IF THE COUNCIL APPOINTS OR CONFIRMS THE COUNCILMEMBER.

2-123A. Compensation of the state's attorney.

As authorized by state law, the county council shall set the salary of the state's attorney for Montgomery County. The compensation of the state's attorney for the performance of public duties under the constitution and public laws of this state shall be [[fifty-nine thousand seven hundred ninety dollars (59,790.00)]] \$75,000 per annum, which shall be adjusted on the first Monday in January, [[1983]] 1987, and adjusted annually thereafter on the first Monday in January by a percentage which is [[seventy-five (75)]] 67 percent of the percentage by which the consumer price index for all urban consumers for the Washington metropolitan area for September shall have changed from the preceding September, ~~//subject to a maximum compensation of [[sixty-eight thousand dollars (\$68,000.00)]]~~ \$90,500 per annum.

Enacted Bill No. 4-86, Draft No. 4, dated June 6, 1986, as amended, by roll-call vote

YEAS: Crenca, Fosler, Gelman, Gudis, Scull, Potter, Hanna.

SUBJECT: Bill No. 9-86, Montgomery County Urban Districts

ACTION: Amended the bill as follows:

Page 3, Section 1, to provide exclusion of Wheaton from the Suburban District when the Wheaton Urban District is created under Section 68A-3;

Page 5, line 26, Section 68A-3(a), delete [Wheaton];

Page 6, Section 68A-3, insert as (b):

An urban district is created in Wheaton, as described in Section 68A-8 of this Chapter, on July 1 after:

- (1) A budget for that district has been approved; and
- (2) The Council approves an urban district tax levy for that district.

Page 6, Section 68A-3, change [(b)] to (c) and [(c)] to (d)

by motion of President Hanna, without objection.

(SECRETARY'S NOTE: President Hanna stated that he would accept this amendment as a substitute for his previous amended motion regarding the creation of the Wheaton Urban District.)

Waived the reading of the title, and approved the amendments recommended by the Transportation and Environment Committee as well as the technical and stylistic amendments recommended by staff, as follows:

by motion of Vice President Potter, without objection.

- EXPLANATION:
- Boldface indicates matter that is a heading or a defined term.
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 - CAPITALS indicate matter quoted from existing law which is added to the bill by amendment.
 - UNDERLINED CAPITALS indicate matter added to existing law by amendment to the bill.
 - ~~Strikes~~ indicate matter deleted from the bill by amendment.
 - * * * indicates existing law unaffected by the bill.

The County Council for Montgomery County, Maryland, approves the following act:

01 Sec. 1. Section 68-1 is amended to read as follows:

02 68-1. Area defined.

03 * * *

04 (b) [[There shall be excepted and excluded]] Excluded from the
05 Montgomery County Suburban District are the areas lying within the boundaries
06 of the following cities, towns, villages, and special taxing areas, as ~~such~~
07 THESE areas are now or ~~hereafter~~ IN THE FUTURE prescribed by law:

08 Rockville, Takoma Park, Garrett Park, Glen Echo, Kensington, Somerset, Chevy
09 Chase Village, Friendship Heights, and /The Hills,/ Oakmont,

10 ~~Section/No 1/3/Chevy/Chase~~ CHEVY CHASE SECTION 3, ~~Section/No 1/4~~ TOWN OF

11 Chevy Chase, ~~Section/No 1/3/Chevy/Chase~~ CHEVY CHASE SECTION 5, Martin's

12 Additions ~~to/Chevy/Chase~~, North Chevy Chase, Chevy Chase View,

13 [[and]] Drummond, and ON JULY 1, 1987, the urban districts of

14 Bethesda, AND Silver Spring, ~~and/Wheaton~~ as ~~defined~~ DESCRIBED in

15 Section 68A-~~3/4~~ 8 OF THIS CODE. THE URBAN DISTRICT OF WHEATON, AS

16 DESCRIBED IN SECTION 68A-8 OF THIS CODE, IS EXCLUDED FROM THE SUBURBAN

17 DISTRICT WHEN THE WHEATON URBAN DISTRICT IS CREATED UNDER SECTION 68A-3(b).

18
19 Sec. 2. Chapter 68A is added as follows:

20 Chapter 68A

21 Montgomery County Urban Districts

22 68A-1. Definitions.

23 For purposes of this chapter, the following terms have the meaning
24 indicated:

25 (1) "DEPARTMENT" MEANS A COUNTY DEPARTMENT, PRINCIPAL OFFICE, OR OTHER
26 OFFICE THAT THE COUNTY EXECUTIVE DESIGNATES TO PERFORM FUNCTIONS
27 UNDER THIS CHAPTER.

(1) ~~/Maintenance of streetscape amenities/ includes street sweeping and flushing, sidewalk mowing and cleaning, litter collection, trash receptacle service, tree pruning, and various landscaping activities/~~

(1)(2) "MAINTAINING STREETSCAPE AMENITIES" MEANS CLEANING, REPAIRING, REHABILITATING, ~~AND~~ OR REPLACING STREETSCAPE AMENITIES.

(2)(3) "MAINTAINING THE STREETSCAPE" INCLUDES CLEANING SIDEWALKS, DRIVEWAYS, STREETS, AND OTHER PUBLIC AREAS; COLLECTING TRASH; AND CARING FOR TREES AND OTHER PLANTINGS.

(3)(4) "Off site ~~amenities~~ AMENITY" means A streetscape ~~amenities~~ AMENITY installed by an optional method developer on a public right-of-way.

(4)(5) "On site ~~amenities~~ AMENITY" means A streetscape ~~amenities~~ AMENITY installed by an optional method developer on property owned by the optional method developer OR ON PRIVATE PROPERTY NOT OWNED BY AN OPTIONAL METHOD DEVELOPER.

(5)(6) "Optional method developer" means the owner of an optional method development.

(6)(7) "Optional method development" means property for which the owner has agreed with the Maryland-National Capital Park and Planning Commission to be responsible for installing and maintaining both on site and off site amenities.

(7)(8) "Streetscape amenity" includes ~~driveways, street trees, street lights, street furniture, and trash containers~~ SUCH ITEMS AS BULLETIN BOARDS AND ELECTRONIC DISPLAYS; COMMUNICATION SYSTEMS; CONTAINERS FOR GROWING THINGS; FOUNTAINS AND POOLS; FUNCTIONAL AND DECORATIVE LIGHTING; OUTDOOR HEATING; RESTROOMS; SEATING AND OTHER

STREET FURNITURE; SHELTERS FOR PEDESTRIANS AND PERSONS USING PUBLIC
TRANSPORTATION; SIDEWALKS; TREES AND OTHER PLANTINGS; TRASH
CONTAINERS; VENDING BOOTHS AND KIOSKS; WORKS OF ART; ANY ~~AMENITY~~
OUTDOOR ITEM THAT AN OPTIONAL METHOD DEVELOPER AGREED TO INSTALL AND
MAINTAIN ~~IN/A/PUBLIC/RIGHT-OF-WAY~~ AS A CONDITION OF SITE PLAN
APPROVAL; AND OTHER ~~AMENITIES~~ ITEMS OF A SIMILAR CHARACTER OR
PURPOSE.

68A-2. FINDINGS; GENERAL INTENT.

- (a) CERTAIN AREAS OF MONTGOMERY COUNTY HAVE BECOME, OR MAY IN THE FUTURE
BECOME, INTENSELY DEVELOPED COMMUNITIES CONTAINING DIVERSIFIED
COMMERCIAL, INSTITUTIONAL, AND RESIDENTIAL DEVELOPMENT. IN ORDER TO
MAINTAIN AND ENHANCE THESE AREAS AS PROSPEROUS, LIVABLE URBAN
CENTERS, AND TO AVOID BLIGHT, THE COUNTY SHOULD:
- (1) INCREASE THE MAINTENANCE OF THE STREETScape AND ITS AMENITIES;
 - (2) PROVIDE ADDITIONAL PUBLIC AMENITIES SUCH AS PLANTINGS, SEATING,
SHELTERS, AND WORKS OF ART;
 - (3) PROMOTE THE COMMERCIAL AND RESIDENTIAL INTERESTS OF THESE
AREAS; AND
 - (4) PROGRAM CULTURAL AND COMMUNITY ACTIVITIES.

- (b) URBAN DISTRICTS ARE CREATED TO PROVIDE AN ADMINISTRATIVE AND
FINANCIAL FRAMEWORK THROUGH WHICH TO ACCOMPLISH THESE GOALS.

68A-23. Creation of Urban Districts; Purposes.

~~As of July 1, 1986, urban districts are created in the business
districts of Bethesda, Silver Spring, and Wheaton for the purposes of~~

- (a) URBAN DISTRICTS ARE CREATED IN THE BUSINESS DISTRICTS OF
BETHESDA, AND SILVER SPRING, ~~AND WHEATON~~, AS DESCRIBED IN
SECTION 68A-4 8 OF THIS CHAPTER.

(b) AN URBAN DISTRICT IS CREATED IN WHEATON, AS DESCRIBED IN SECTION 68A-8 OF THIS CHAPTER, ON JULY 1 AFTER:

(1) A BUDGET FOR THAT DISTRICT IS APPROVED; AND

(2) THE COUNCIL APPROVES AN URBAN DISTRICT TAX LEVY FOR THAT DISTRICT.

~~(b)~~(c) THE DEPARTMENT MAY PROVIDE THE PUBLIC SERVICES AND FACILITIES NECESSARY TO IMPLEMENT THE FOLLOWING PURPOSES OF AN URBAN DISTRICT:

(1) maintaining ~~and/replacing~~ THE STREETScape AND streetscape amenities on:

(A) public rights-of-way; AND

~~(B) public/areas/between/a/public/tight-of-way/and/a/building/line/and~~

~~(C) public/areas/of/optional/method/developments/~~

(B) ANY PROPERTY THAT IS USED BY THE GENERAL PUBLIC.

(2) promoting and ~~sponsoring~~ PROGRAMMING ~~the/cultural/commercial/~~ and public interest activities THAT BENEFIT BOTH RESIDENTIAL AND COMMERCIAL INTERESTS of an urban district; ~~and~~

~~(B) setting up/funding/mechanisms/for/each/urban/district/~~

~~(A)~~ (3) ~~CONSTRUCTING/~~MINOR/PUBLIC/FACILITIES/NOT/COSTING/MORE/THAN \$200,000/ANNUALLY/FOR/EACH/URBAN/DISTRICT PROVIDING

ADDITIONAL STREETScape AMENITIES WITH AN APPROPRIATION OF NO MORE THAN \$200,000 ANNUALLY FOR EACH URBAN DISTRICT; AND

~~(B)~~ (4) MONITORING ACTIVITIES, ~~/SAFETY/AND/COMFORT/NEEDS/IN/PUBLIC AREAS~~ TO ENHANCE THE SAFETY, AND SECURITY, ~~/AND/COMFORT OF/RESIDENTS,/EMPLOYEES,/AND/VISITORS~~ OF PERSONS AND PROPERTY IN PUBLIC AREAS.

~~(c)~~(d) URBAN DISTRICTS ARE CREATED TO PROVIDE PUBLIC SERVICES AND

FACILITIES THAT ARE:

- (1) PRIMARILY OF BENEFIT TO THE PROPERTY AND PERSONS WITHIN THE URBAN DISTRICT RATHER THAN TO THE COUNTY AS A WHOLE; AND
- (2) IN ADDITION TO SERVICES AND FACILITIES THAT THE COUNTY PROVIDES GENERALLY.

68A-54. ~~Urban/District~~ Funding.(a) General.

Each urban district is funded through ~~the~~:

(1) Urban District Tax.

- (A) ~~EACH~~ STARTING IN 1987-88, EACH TAX year the County Council may levy against all the assessable REAL AND PERSONAL property in ~~each~~ AN urban district a sum not greater than \$.30 on each \$100 of assessable property.
- (B) ~~A/levy/under/this/section/must/be/made/on/all/property/real/and/personal/that/is/assessed/for/County/tax/purposes/within/the/urban/district/~~

- (C) (B) The urban district tax is levied and collected as other County taxes are levied and collected by law.

- (D) (C) The urban district tax has the same priority ~~rights~~, ~~but~~ BEARS the same interest and penalties, and in every respect must be treated the same as other County taxes.

- (E) (D) The urban district tax rate may ~~vary~~ DIFFER from one urban district to another.

(2) ~~Surcharge/on~~ Parking Fees.

- (A) The County Council may ~~add/a/surcharge/to/the/County~~ TRANSFER REVENUE FROM parking fees ~~in/any~~ TO THE FUND

OF THE urban district FROM WHICH THE FEES ARE COLLECTED.

(B) The ~~rate of the surcharge~~ AMOUNT OF REVENUE FROM PARKING FEES ~~may~~ MUST not be greater than \$10 per hour THE AMOUNT CALCULATED BY MULTIPLYING:

- (i) THE NUMBER OF PARKING SPACES IN THE URBAN DISTRICT BY
- (ii) THE NUMBER OF ENFORCEMENT HOURS PER YEAR BY
- (iii) \$.10.

(C) The amount of ~~the surcharge~~ REVENUE FROM PARKING FEES ~~may vary~~ DIFFER from one urban district to another.

(3) Maintenance ~~Assessment~~ CHARGE on Optional Method Developments.

(A) ~~The County Council may charge a maintenance assessment on optional method developments. The maintenance assessment must be reasonably related to the difference between the cost of maintaining and replacing off site amenities on optional method developments and the amount of the urban district taxes paid on optional method developments.~~

(B) ~~An individual maintenance assessment on an optional method development must be based on the square footage of the off site amenity areas for that optional method development.~~

(C) ~~A maintenance assessment is levied and collected as other County taxes are levied and collected by law.~~

(D) ~~A maintenance assessment has the same priority rights bears the same interest and penalties and in every respect must be treated the same as other County taxes.~~

(E) ~~Maintenance assessments must be separately determined for each urban district.~~

(A) THE COUNTY EXECUTIVE MAY CHARGE EACH OPTIONAL METHOD DEVELOPMENT FOR THE COST OF MAINTAINING OFF SITE AMENITIES FOR THAT DEVELOPMENT, INCLUDING THE COUNTY'S COST OF LIABILITY INSURANCE.

(B) THE COUNTY EXECUTIVE MAY COLLECT A MAINTENANCE CHARGE UNDER THIS SECTION IN THE SAME WAY THAT THE COUNTY COLLECTS TAXES.

(C) A MAINTENANCE CHARGE UNDER THIS SECTION HAS THE SAME PRIORITY AND BEARS THE SAME INTEREST AND PENALTIES AS COUNTY TAXES.

(b) URBAN DISTRICT FUND; Surplus Balances.

(1) THE DIRECTOR OF FINANCE MUST ESTABLISH A SEPARATE FUND FOR EACH URBAN DISTRICT.

(2) If in any fiscal year a balance remains in an urban district fund, the Director of Finance must maintain this balance for use in funding the budget of that urban district in subsequent years.

(c) Funding Restrictions.

(1) Bethesda/Urban/District/

Each/revenue/source/for/the/Bethesda/urban/district/is limited/so/that/

(A) *the/parking/fee/surcharges/funds/25/to/30/per/cent/of/the total/budget/*

(B) *the/urban/district/tax/funds/25/to/30/per/cent/of/the total/budget/and*

(C) *the/maintenance/assessments/fund/no/more/than/40/per/cent of/the/total/budget/*

(2) Silver/Spring/Urban/District/

Each/revenue/source/for/the/Silver/Spring/urban
district/is/limited/so/that/

(A) the/parking/fee/surcharge/funds/25/to/50/per/cent/of/the
total/budget/

(B) the/urban/district/tax/funds/25/to/50/per/cent/of/the
total/budget/and

(C) the/maintenance/assessments/fund/no/more/than/40/per/cent
of/the/total/budget/

(3) Wheaton/Urban/District/

Each/revenue/source/for/the/Wheaton/urban/district/is
limited/so/that/

(A) the/parking/fee/surcharge/funds/25/to/50/per/cent/of/the
total/budget/

(B) the/urban/district/tax/funds/25/to/75/per/cent/of/the
total/budget/and/

(C) the/maintenance/assessments/fund/no/more/than/40/per/cent
of/the/total/budget/

(4) in>this/subsection/the/term/"total/budget"/means/the/total
budget/of/an/urban/district/less/amounts/included/in/the
budget/of/the/district/for/agreements/under/section/68A+6/

STARTING IN THE 1987-88 FISCAL YEAR, IN ANY URBAN
DISTRICT, THE PROCEEDS FROM THE URBAN DISTRICT TAX AND
PARKING FEES TRANSFERRED INTO AN URBAN DISTRICT FUND MUST EACH
BE NOT LESS THAN 20 NOR MORE THAN 80 PERCENT OF THE SUM OF
THE URBAN DISTRICT TAX AND THE PARKING FEES FOR THAT
DISTRICT THEIR COMBINED TOTAL.

01 (d) Use of Funds.

02 The/funds/generated/from/each/urban/district/must/be/used
03 only/for/

04 (1) the/purposes/of/that/district/as/set/out/in/section/68A-21/AND

05 (2) THE/KINDS/AND/AMOUNTS/OF/PUBLIC/SERVICES/AND/FACILITIES/THAT
06 ARE/APPROPRIATE/TO/AN/INTENSELY/DEVELOPED/BUSINESS/DISTRICT/
07 IN/ADDITION/TO/THE/SERVICES/AND/FACILITIES/THAT/ARE/PROVIDED
08 BY/THE/COUNTY/IN/AREAS/THAT/ARE/NOT/IN/ANY/SPECIAL/TAX/AREA
09 OR/DISTRICT/

10 THE COUNTY GOVERNMENT MUST USE FUNDS OBTAINED THROUGH/THE
11 PROVISIONS/OF UNDER THIS SECTION ONLY:

12 (1) FOR THE URBAN DISTRICT IN WHICH THEY ARE OBTAINED; AND

13 (2) FOR THE PURPOSES OF AN URBAN DISTRICT AS SET FORTH IN SECTION
14 68A-3 OF THIS CHAPTER.

15 68A-65. Advisory Committees.

16 (a) Composition.

17 Each urban district must have an advisory committee whose
18 members are appointed by the County Executive and confirmed by the
19 County Council.

20 (1) THE WHEATON URBAN DISTRICT ADVISORY COMMITTEE HAS 8 MEMBERS IF
21 THERE ARE 2 OR MORE OPTIONAL METHOD DEVELOPMENTS; 7 MEMBERS IF
22 THERE IS ONLY ONE OPTIONAL METHOD DEVELOPMENT; AND 6 MEMBERS IF
23 THERE ARE NO OPTIONAL METHOD DEVELOPMENTS. The County
24 Executive must appoint the members of/the/Wheaton/Urban
25 District/Advisory/Committee so that:

26 (A) 2 members are persons nominated by the Wheaton-Kensington
27 Chamber of Commerce;

01 (B) 2 members represent businesses that employ fewer than 10
02 persons;

03 (C) ONE MEMBER REPRESENTS A RESIDENTIAL COMMUNITY IN THE
04 URBAN DISTRICT;

05 (D) one member represents a residential community IN OR
06 OUTSIDE OF THE URBAN DISTRICT and is nominated by the
07 Wheaton Citizens Advisory Board; and

08 (E) 2 THE REMAINING members represent optional method
09 developers, ~~if there are 2 or more optional method~~
10 ~~developments.~~

11 (2) THE BETHESDA AND SILVER SPRING URBAN DISTRICT ADVISORY
12 COMMITTEES HAVE 8 MEMBERS. The County Executive must appoint
13 the members ~~of the Bethesda and Silver Spring Urban District~~
14 ~~Advisory Committees~~ so that:

15 (A) 2 members are persons nominated by the respective Chamber
16 of Commerce of each urban district;

17 (B) 3 members represent optional method developers;

18 (C) one member represents a business that employs fewer than
19 10 employees; ~~and~~

20 (D) ONE MEMBER REPRESENTS A RESIDENTIAL COMMUNITY IN THE
21 URBAN DISTRICT; AND

22 (E) one member represents a residential community IN OR
23 OUTSIDE OF THE URBAN DISTRICT and is nominated by the
24 ~~respective~~ Citizens Advisory Board from ~~each~~ THE
25 urban district.

26 (3) The County Executive may reject individuals nominated to serve
27 on an advisory committee and request additional nominations.

(b) Term.

(1) Committee members serve for a period of 2 3 years beginning July 1. However, ~~for the first appointments, one member nominated by the Chamber and one member who represents the optional method developers serve on the committee for only one year.~~ WHEN AN ADVISORY COMMITTEE IS FIRST FORMED, THE FOLLOWING MEMBERS SERVE FOR ONLY 2 YEARS:

(A) ONE MEMBER NOMINATED BY THE CHAMBER OF COMMERCE;

(B) ONE MEMBER WHO REPRESENTS THE OPTIONAL METHOD DEVELOPERS; AND

(C) ONE MEMBER WHO REPRESENTS A BUSINESS THAT EMPLOYS FEWER THAN 10 PERSONS.

(2) The County Executive may reappoint committee members.

(c) Duties.

(1) An urban district advisory committee ~~must~~ MAY ADVISE THE COUNTY GOVERNMENT ON ALL ASPECTS OF THE PROGRAM, MANAGEMENT, AND FINANCES OF THE URBAN DISTRICT.

(A) ~~By July 15 each year, advise the Department of Transportation/DEPARTMENT on the desired types and levels of maintenance services and promotional AND PROGRAMMING/activities/MINOR PUBLIC FACILITIES AND MONITORING/ACTIVITIES/SAFETY AND COMFORT/NEEDS IN PUBLIC SPACES~~

(B) ~~By September 15 each year, review the urban district budget and submit comments to the Department of Transportation/DEPARTMENT and~~

(C) ~~By October 1 each year, meet with the Director of the~~

Department of Transportation/HEAD OF THE DEPARTMENT to
 resolve areas of disagreement regarding the budget.

(2) An urban district advisory committee may advise the County on:

(A) standards of maintenance;

(B) promotional and programming activities; and

(C) urban district problems.

(2) AN URBAN DISTRICT ADVISORY COMMITTEE SHOULD:

(A) BY JULY 15 EACH YEAR, ADVISE THE DEPARTMENT ON THE
 PROGRAM AND BUDGET OF THE URBAN DISTRICT;

(B) BY SEPTEMBER 15 EACH YEAR, REVIEW THE URBAN DISTRICT
 BUDGET AND SUBMIT COMMENTS TO THE DEPARTMENT; AND

(C) BY OCTOBER 1 EACH YEAR, MEET WITH THE HEAD OF THE
 DEPARTMENT TO RESOLVE AREAS OF DISAGREEMENT REGARDING THE
BUDGET.

(d) Compensation.

(1) The County does not compensate members of urban district
 advisory committees for their services.

(2) Committee members are exempt from the requirements of the
 Financial Disclosure Law, Section 19A-12 of this Code.

(e) Advisory Category.

Urban district advisory committees are in the advisory
 category established in Section 2-143 of this Code.

(f) Chairperson.

An urban district advisory committee must elect a
 chairperson.

(g) Procedures.

(1) An urban district advisory committee meets at the direction of/

the chairperson/

(2) A majority of the members of an advisory committee must be present for the committee to conduct any official business/

(3) If a majority of members attending a meeting agree, the committee may take an official action/

(h) Attendance/

(1) A committee member is considered to have resigned from an urban district advisory committee if in a 6 month period the member is absent from the greater of/

(A) 25 percent of the scheduled meetings/ or

(B) 2 scheduled meetings/

(2) In this subsection, "scheduled meeting" means a gathering of the members of an urban district advisory committee for which at least 7 days advance notice is given/

(3) The chairperson must promptly notify the County Executive and the members of an urban district advisory committee of any absence and any extenuating circumstances/

(4) A resignation under this subsection becomes effective 30 days after the County Executive receives the notice of absence/

(5) The County Executive may waive the resignation for good cause/ such as/

(A) illness/

(B) emergency situations/ or

(C) other extenuating circumstances/

(6) The County Executive must notify the member in writing whether or not a waiver has been granted/

(g) PROCEDURES AND ATTENDANCE.

AN URBAN DISTRICT ADVISORY COMMITTEE MAY ~~ADOPT/BYLAWS/TO~~
~~GOVERN/ITS/PROCEDURES/AND/ATTENDANCE/~~ ESTABLISH ITS OWN RULES OF
 PROCEDURE. A COMMITTEE MAY ADOPT A RULE THAT PROVIDES FOR REMOVAL
 OF A MEMBER BECAUSE OF FAILURE TO ATTEND MEETINGS.

~~68A-671//County/Work/on/PUBLIC/AND/Private/Property/~~

~~The/County/may/enter/into/agreements/with/optional/method/developers/to~~
~~provide/maintenance/for/on/site/amenities///THE/COUNTY/AND/OPTIONAL/METHOD~~
~~DEVELOPERS/MAY/ENTER/INTO/AGREEMENTS/FOR/THE/COUNTY/OR/THE/OPTIONAL/METHOD~~
~~DEVELOPER/TO/MAINTAIN/STREETSCAPE/AMENITIES/ON/EITHER/PUBLIC/OR/PRIVATE~~
~~PROPERTY/~~

68A-76. MAINTENANCE AGREEMENTS.

THE COUNTY AND AN OPTIONAL METHOD DEVELOPER MAY ENTER INTO AN AGREEMENT
 FOR:

- (1) THE COUNTY TO MAINTAIN STREETSCAPE AMENITIES ON PRIVATE PROPERTY; OR
- (2) AN OPTIONAL METHOD DEVELOPER TO MAINTAIN STREETSCAPE AMENITIES ON
 PUBLIC RIGHTS-OF-WAY.

~~68A-71//Promotion/of/Urban/Districts/~~

~~At/the/request/an/advisory/committee,/the/County/may/use/funds/to~~
~~promote/cultural,/commercial,/and/public/interest/activities/to/maintain/an~~
~~urban/district/as/a/vital/and/viable/urban/center//The/County/must~~
~~administer/the/promotion/and/must/use/standard/contract/procedures/under/the~~
~~Code/~~

68A-87. Budget Preparation.

- (a) The ~~Department/of/Transportation~~ DEPARTMENT must ~~develop~~
 PREPARE a budget for each urban district and, EXCEPT FOR THE FIRST
 BUDGET, SHOULD submit the budget to the appropriate urban district

advisory committee by August 15 of each year. ~~The/budget/must/show/~~

(1) ~~maintenance/and/replacement/costs/for/the/entire/urban~~
~~district/~~

(2) ~~maintenance/and/replacement/costs/for/all/off/site/amenities/~~

(3) ~~maintenance/and/replacement/costs/for/all/on/site/amenities/~~

(4) ~~proposed/urban/district/tax/~~

(5) ~~proposed/maintenance/assessment/~~

(6) ~~proposed/surcharge/on/parking/fees/and/~~

(7) ~~promotional/activity/costs/~~

(b) EXCEPT FOR THE FIRST BUDGET, THE ~~The/Director/of/the/Department/of~~
~~Transportation~~ HEAD OF THE DEPARTMENT must/

(1) submit the proposed budget for review to the ~~respective~~
urban district advisory committee/ and ~~must~~

(2) meet with the ~~committees~~ COMMITTEE to attempt to resolve
any areas of disagreement.

(c) The ~~Department/of/Transportation~~ DEPARTMENT must include the
budget of each urban district in its departmental budget. The
~~Department/of/Transportation/DEPARTMENT~~ COUNTY EXECUTIVE must note
any areas of disagreement with an advisory committee in the
departmental budget ~~that/the/County/Executive/submits/~~ SUBMITTED
TO THE COUNTY COUNCIL.

68A-38. Urban District Boundaries.

(a) Bethesda Urban District.

The Bethesda Urban District is all land in the seventh
election district of the County within the area described as follows:

(1) beginning at a point on the east right-of-way line of
Wisconsin Avenue at the northwest corner of Lot 47, Block 1,

01 in the Resubdivision of Lots 1, 2, and 3 of Rosedale Park, as
02 recorded January 9, 1939, in Plat Book 16, Plat 1038, among the
03 land records of Montgomery County, Maryland;

04 (2) then in an easterly direction along the north line of Lot 47
05 and Lot 48 to the northeast corner of Lot 48 as shown in Plat
06 Book 16, Plat 1038, recorded January 9, 1939, among the land
07 records of Montgomery County, Maryland, which is also the north
08 line of Block 1 of the Rosedale Park subdivision, as recorded
09 August 5, 1908, in Plat Book 1, Plat 92, among the land records
10 of Montgomery County, Maryland;

11 (3) then in an easterly direction along the north line of Block 1
12 in the Rosedale Park subdivision to the northeast corner of Lot
13 5, Block 1, Rosedale Park, as shown in Plat Book 1, Plat 92,
14 recorded August 5, 1908, among the land records of Montgomery
15 County, Maryland;

16 (4) then in a southerly direction along the common lot line, which
17 is the east line of Lot 5 and the west line of Lot 6, Block 1,
18 Rosedale Park, to its intersection with the north right-of-way
19 line of Chestnut Street, as shown in Plat Book 1, Plat 92,
20 recorded August 5, 1908, among the land records of Montgomery
21 County, Maryland;

22 (5) then crossing Chestnut Street to the northwest corner of Lot 7,
23 Block 3, Rosedale Park, as shown in Plat Book 1, Plat 92,
24 recorded August 5, 1908, among the land records of Montgomery
25 County, Maryland;

26 (6) then in a southerly direction along the west line of Lot 7,
27 Block 3, Rosedale Park, to the northwest corner of Lot 16,

01 Block 3, Rosedale Park, as shown in Plat Book 1, Plat 92,
02 recorded August 5, 1908, among the land records of Montgomery
03 County, Maryland;

04 (7) then along the west line of Lot 16, Block 3, Rosedale Park, to its
05 intersection with the north right-of-way line of Rosedale Avenue;

06 (8) then crossing Rosedale Avenue to the northwest corner of Lot 7,
07 Block 7, Rosedale Park, as shown in Plat Book 1, Plat 92,
08 recorded August 5, 1908, among the land records of Montgomery
09 County, Maryland;

10 (9) then in a southerly direction along the west line of Lot 7,
11 Block 7, Rosedale Park, to the northwest corner of Lot 15,
12 Block 7, Rosedale Park, as shown in Plat Book 1, Plat 92,
13 recorded August 5, 1908, among the land records of Montgomery
14 County, Maryland;

15 (10) then in a southerly direction along the west line of Lot 15,
16 Block 7, Rosedale Park, to its intersection with the north
17 right-of-way line of Maple Avenue;

18 (11) then along the north right-of-way line of Maple Avenue to its
19 intersection with the west right-of-way line of Tilbury Street;

20 (12) then in a southerly direction along the west right-of-way line
21 of Tilbury Street, crossing Maple Avenue and Highland Avenue to
22 the south line of Highland Avenue;

23 (13) then in a westerly direction along the south right-of-way line
24 of Highland Avenue to its intersection with the northeast
25 corner of Lot 8, Block 5, West Chevy Chase Heights subdivision,
26 as recorded April 31, 1916, in Plat Book 2, Plat 186, among the
27 land records of Montgomery County, Maryland;

- 01 (14) then in a southerly direction along the common lot line, which
02 is the east line of Lot 8 and the west line of Lot 9, Block 5,
03 West Chevy Chase Heights subdivision, as shown in Plat Book 2,
04 Plat 186, recorded April 31, 1916, among the land records of
05 Montgomery County, Maryland, crossing a public alley to the
06 northwest corner of Lot 18, Block 5, West Chevy Chase Heights
07 subdivision, as shown in Plat Book 2, Plat 186, recorded April
08 31, 1916, among the land records of Montgomery County, Maryland;
- 09 (15) then in an easterly direction along the north line of Lot 18,
10 Block 5, to the northeast corner of Lot 18, Block 5, West Chevy
11 Chase Heights subdivision, as shown in Plat Book 2, Plat 186,
12 recorded April 31, 1916, among the land records of Montgomery
13 County, Maryland;
- 14 (16) then in a southerly direction along the common lot line, which
15 is the east line of Lot 18 and the west line of Lot 19, Block
16 5, to its intersection with the north right-of-way line of West
17 Virginia Avenue, as shown in Plat Book 2, Plat 186, recorded
18 April 31, 1916, among the land records of Montgomery County,
19 Maryland;
- 20 (17) then in an easterly direction along the north right-of-way line
21 of West Virginia Avenue to its intersection with a northern
22 extension of the west lot line of Lot 15, Block 9, West Chevy
23 Chase heights subdivision, as shown in Plat 2, Plat 186,
24 recorded April 31, 1916, among the land records of Montgomery
25 County, Maryland;
- 26 (18) then in a southerly direction along that extension, crossing
27 West Virginia Avenue to the northwest corner of Lot 15, Block

01 9, West Chevy Chase Heights, as shown in Plat Book 2, Plat 186,
02 recorded April 31, 1916, among the land records of Montgomery
03 County, Maryland;

04 (19) then in a southerly direction along the common lot line, which
05 is the west line of Lot 15 and the east line of Lot 14, to the
06 southwest corner of Lot 15, Block 9, West Chevy Chase Heights
07 subdivision, as shown in Plat Book 2, Plat 186, recorded April
08 31, 1916, among the land records of Montgomery County, Maryland;

09 (20) then crossing a 10 foot wide alley that is dedicated in Plat
10 Book 2, Plat 186, recorded April 31, 1916, among the land
11 records of Montgomery County, Maryland, to the northeast corner
12 of Lot 22, Block 9, West Chevy Chase Heights subdivision, as
13 shown in Plat Book 2, Plat 186, recorded April 31, 1916, among
14 the land records of Montgomery County, Maryland;

15 (21) then in a southerly direction along the common lot line, which
16 is the east line of Lot 22 and Lot 23, Block 9, West Chevy
17 Chase Heights subdivision, to its intersection with the north
18 right-of-way line of Chase Avenue, as shown in Plat Book 2,
19 Plat 186, recorded April 31, 1916, among the land records of
20 Montgomery County, Maryland;

21 (22) then crossing Chase Avenue to the northwest corner of Outlot
22 "A", Block 1, Westboro subdivision, as recorded July 12, 1937,
23 in Plat Book 12, Plat 839, among the land records of Montgomery
24 County, Maryland;

25 (23) then in a southerly direction along the common line, which is
26 the east line of a 20 foot public alley and the west line of
27 Outlot "A", Block 1, Westboro subdivision, to its intersection

01 with the north right-of-way line of Cheltenham Drive, as shown
02 in Plat Book 12, Plat 839, recorded July 12, 1937, among the
03 land records of Montgomery County, Maryland;

04 (24) then in an easterly direction along the north right-of-way line
05 of Cheltenham Drive to its intersection with the west
06 right-of-way line of Tilbury Street;

07 (25) then in a southerly direction along the west right-of-way line
08 of Tilbury Street crossing Cheltenham Drive and along an
09 extension of that right-of-way line of Tilbury Street to its
10 intersection with the north line of Rabner's Subdivision, as
11 recorded May 11, 1936, in Plat Book 9, Plat 675, among the land
12 records of Montgomery County, Maryland;

13 (26) then in an easterly direction along the north line of Rabner's
14 Subdivision to the northeast corner of Lot 6, Rabner's
15 Subdivision, as shown in Plat Book 9, Plat 675, recorded May
16 11, 1936, among the land records of Montgomery County, Maryland;

17 (27) then in a southerly direction along the common lot line, which
18 is the east line of Lot 6 and the west line of Lot 7, Rabner's
19 Subdivision, to its intersection with the north right-of-way
20 line of Middleton Lane, as shown in Plat Book 9, Plat 675,
21 recorded May 11, 1936, among the land records of Montgomery
22 County, Maryland;

23 (28) then in a westerly direction along the north right-of-way line
24 of Middleton Lane to its intersection with a northern extension
25 of the common lot line, which is the east line of Lot 2 and the
26 west line of Lot 3, Mae S. Middleton's Subdivision, as recorded
27 December 31, 1935, in Plat Book 8, Plat 639, among the land

01 records of Montgomery County, Maryland;

02 (29) then in a southerly direction along the common lot line between
03 Lot 2 and Lot 3, Middleton's Subdivision, as shown in Plat Book
04 8, Plat 639, recorded December 31, 1935, among the land records
05 of Montgomery County, Maryland, to its intersection with the
06 north line of the George G. Bradley Subdivision, as recorded
07 December 31, 1935, in Plat Book 8, Plat 635, among the land
08 records of Montgomery County, Maryland;

09 (30) then in a westerly direction along the north line of the George
10 G. Bradley Subdivision to the northwest corner of Lot 5, George
11 G. Bradley Subdivision;

12 (31) then in a southerly direction along the west line of Lot 5,
13 George G. Bradley Subdivision, to its intersection with the
14 north right-of-way line of Avondale Street, as shown in Plat
15 Book 8, Plat 635, recorded December 31, 1935, among the land
16 records of Montgomery County, Maryland;

17 (32) then crossing Avondale Street to the northwest corner of Lot
18 22, George G. Bradley Subdivision, as shown in Plat Book 8,
19 Plat 635, recorded December 31, 1935, among the land records of
20 Montgomery County, Maryland;

21 (33) then in a southerly direction along the west line of Lot 22 to
22 its intersection with the southern line of the George G.
23 Bradley Subdivision, as shown in Plat Book 8, Plat 635,
24 recorded December 31, 1935, among the land records of
25 Montgomery County, Maryland;

26 (34) then in an easterly direction along the south line of the
27 George G. Bradley Subdivision to the southeast corner of Lot

01 14. George G. Bradley Subdivision, which is also the
02 intersection of the east and south lines of the George G.
03 Bradley Subdivision as shown in Plat Book 8, Plat 635, recorded
04 December 31, 1935, among the land records of Montgomery County,
05 Maryland, and also the northeast corner of Parcel A, Waverly
06 House, as recorded November 12, 1976, in Plat Book 101, Plat
07 11383, among the land records of Montgomery County, Maryland;
08 (35) then in a southerly direction along the east line of Parcel A,
09 Waverly House, as shown in Plat Book 101, Plat 11383, recorded
10 November 12, 1976, among the land records of Montgomery County,
11 Maryland, to its intersection with the north right-of-way line
12 of East-West Highway;
13 (36) then in an easterly direction along the north line of East-West
14 Highway to its intersection with the east right-of-way line of
15 Pearl Street;
16 (37) then in a northerly direction along the east right-of-way line
17 of Pearl Street to its intersection with the northwest corner
18 of Lot 1, Block A, subdivision of part of Charles W. Pafflow's
19 property, as recorded April 24, 1926, in Plat Book 4, Plat 329,
20 among the land records of Montgomery County, Maryland;
21 (38) then in an easterly direction along the north lot line of Lots
22 1, 2, 3 and 4 to its intersection with the east line of Block
23 A, as shown in Plat Book 4, Plat 329, recorded April 24, 1926,
24 among the land records of Montgomery County, Maryland;
25 (39) then in a northerly direction along the east line of Block A to
26 the northeast corner of Block A, as shown in Plat Book 4, Plat
27 329, recorded April 24, 1926, among the land records of

Montgomery County, Maryland;

(40) then in an easterly direction along the north line of the lot recorded by deed dated July 1, 1919, which is part of the boundary of the Bethesda Chevy Chase High School property, to the northwest corner of Lot 1, East-West Apartment site, as recorded August 10, 1957, in Plat Book 60, Plat 4987, among the land records of Montgomery County, Maryland;

(41) then in an easterly direction along the north line of Lot 1 of the East-West Apartment site to its northeast corner, as shown in Plat Book 60, Plat 4987, recorded August 10, 1957, among the land records of Montgomery County, Maryland;

(42) then in a southerly direction along the east line of Lot 1 of the East-West Apartment site to its intersection with the north right-of-way line of East-West Highway, crossing East-West Highway along a southerly extension of that lot line to its intersection with the south right-of-way line of East-West Highway;

(43) then in an easterly direction along the south right-of-way line of East-West Highway crossing Montgomery Avenue to its intersection with the north right-of-way line of the B & O Railroad;

(44) then in a southwesterly direction with the north right-of-way line of the B & O Railroad to its intersection with the east line of Pearl Street;

(45) then in a southerly direction crossing the B & O Railroad right-of-way along an extension of the east right-of-way line of Pearl Street to its intersection with the south right-of-way

01 line of the B & O Railroad;

02 (46) then in a westerly direction along the south right-of-way line
03 of the B & O Railroad right-of-way to its intersection with the
04 northwest corner of Lot 2, Block L, Section 8-B, Chevy Chase
05 Subdivision, as recorded July 29, 1926, in Plat Book 4, Plat
06 336, among the land records of Montgomery County, Maryland;

07 (47) then in a southerly direction along the common lot line, which
08 is the west line of Lot 2 and the east line of Lot 1, Block L,
09 Section 8-B, Chevy Chase Subdivision, as shown in Plat Book 4,
10 Plat 336, recorded July 29, 1926, among the land records of
11 Montgomery County, Maryland, to its intersection with the north
12 right-of-way line of Elm Street;

13 (48) then in a westerly direction along the north right-of-way line
14 of Elm Street to its intersection with a northerly extension of
15 the west right-of-way line of 47th Street;

16 (49) then in a southerly direction along that extension crossing Elm
17 Street and continuing in a southerly direction along the west
18 right-of-way line of 47th Street, crossing Willow Lane to the
19 south right-of-way line of Willow Lane;

20 (50) then in an easterly direction along the south right-of-way line
21 of Willow Lane to its intersection with the west right-of-way
22 line of 46th Street;

23 (51) then in a southerly direction along the west right-of-way line
24 of 46th Street, crossing Leland Street and Walsh Street to its
25 intersection with the south right-of-way line of Walsh Street;

26 (52) then in an easterly direction along the south right-of-way line
27 of Walsh Street to its intersection with the west right-of-way

01 line of West Avenue;

02 (53) then in a southerly direction along the west right-of-way line
03 of West Avenue, crossing Stanford Street, to its intersection
04 with the north right-of-way line of Bradley Lane;

05 (54) then in a westerly direction along the north right-of-way line
06 of Bradley Lane to its intersection with the east right-of-way
07 line of Wisconsin Avenue;

08 (55) then crossing Wisconsin Avenue to the southeast corner of Lot
09 3, Block 2, Section 1, Bradley Hills - Bethesda Subdivision, as
10 recorded August 10, 1957, in Plat Book 60, Plat 4990, among the
11 land records of Montgomery County, Maryland;

12 (56) then in a northwesterly direction along the north right-of-way
13 line of Bradley Boulevard to its intersection with a southern
14 extension of the east right-of-way line of Strathmore Street;

15 (57) then in a northerly direction along the east right-of-way line
16 of Strathmore Street, crossing Leland Street to the north
17 right-of-way line of Leland Street at the southwest corner of
18 Lot 2, Block 1, Plat of Section One, George P. Sack's
19 Subdivision Bethesda, as recorded November 24, 1931, in Plat
20 Book 5, Plat 435, among the land records of Montgomery County,
21 Maryland;

22 (58) then in a northerly direction along the common lot line, which
23 is the west line of Lot 2 and the east line of Lot 3, Block 1,
24 George P. Sack's Subdivision, to its intersection with the
25 north line of George P. Sack's Subdivision as shown in Plat
26 Book 5, Plat 435, recorded November 24, 1931, among the land
27 records of Montgomery County, Maryland;

- 01 (59) then in a westerly direction along the north line of George P.
02 Sack's Subdivision to the northwest corner of Lot 11, Block 1,
03 George P. Sack's Subdivision, as shown in Plat Book 5, Plat
04 435, recorded November 24, 1931, among the land records of
05 Montgomery County, Maryland;
- 06 (60) then in a westerly direction along the north line of George P.
07 Sack's Subdivision to its intersection with the south
08 right-of-way line of the Metropolitan and Southern Branch of
09 the Baltimore & Ohio Railroad,
- 10 (61) then in a westerly direction along the extension of that
11 subdivision line to its intersection with the north
12 right-of-way line of the Metropolitan and Southern Branch of
13 the Baltimore & Ohio Railroad;
- 14 (62) then in a southerly direction along the north line of the
15 Metropolitan and Southern Branch of the Baltimore & Ohio
16 Railroad right-of-way, crossing Bradley Boulevard, to its
17 intersection with a southern extension of the west line of
18 Parcel "EYE", Bradley Hills, Section 2, as recorded December
19 16, 1954, in Plat Book 50, Plat 3893, among the land records of
20 Montgomery County, Maryland;
- 21 (63) then in a northerly direction along the west line of Parcel
22 "EYE", Bradley Hills Section 2 Subdivision, to its intersection
23 with the south right-of-way line of Bradley Boulevard, as shown
24 in Plat Book 50, Plat 3893, recorded December 16, 1954, among
25 the land records of Montgomery County, Maryland;
- 26 (64) then in a northerly direction, crossing Bradley Boulevard, to
27 the southwest corner of Parcel B, Bradley Hills Subdivision, as

01 recorded December 30, 1948, in Plat Book 25, Plat 1582, among
02 the land records of Montgomery County, Maryland;

03 (65) then in a northerly direction along the west line of Parcel B,
04 Bradley Hills Subdivision, as shown in Plat Book 25, Plat 1582,
05 recorded December 30, 1948, among the land records of
06 Montgomery County, Maryland, to its intersection with the
07 southern boundary of Miller's Addition to Bethesda Subdivision,
08 as recorded October 23, 1946, in Plat Book 29, Plat 1823, among
09 the land records of Montgomery County, Maryland;

10 (66) then in a westerly direction along the southern boundary of
11 Miller's Addition to Bethesda Subdivision to its intersection
12 with the east line of Lot Pt 6, Block E, Miller's Addition to
13 Bethesda Subdivision, as recorded by deed dated September 2,
14 1948, and described as Parcel No. 1 in Liber 1185, Folio 513,
15 among the land records of Montgomery County, Maryland;

16 (67) then in a northerly direction along that east line of Lot Pt 6,
17 Block E, to its intersection with the south right-of-way line
18 of Bethesda Avenue;

19 (68) then crossing Bethesda Avenue to the intersection of the north
20 right-of-way line of Bethesda Avenue and the east line of Lot
21 Pt 6, Block D, Miller's Addition to Bethesda Subdivision, as
22 recorded by deed dated September 2, 1948, and described as
23 Parcel No. 2 in Liber 1185, Folio 513, among the land records
24 of Montgomery County, Maryland;

25 (69) then in a northerly direction along that east line of Lot Pt 6,
26 Block D, Miller's Addition to Bethesda Subdivision, as recorded
27 by deed dated September 2, 1948, and described as Parcel No. 2

01 in Liber 1185, Folio 513, among the land records of Montgomery
02 County, Maryland, to its intersection with the south line of
03 another Lot Pt 6, Block D, Miller's Addition to Bethesda
04 Subdivision, as recorded by deed dated July 14, 1949, in Liber
05 1274, Folio 367, among the land records of Montgomery County,
06 Maryland;

07 (70) then in an easterly direction along the south line of the same
08 Lot Pt 6, Block D, Miller's Addition to Bethesda Subdivision,
09 as recorded by deed dated July 14, 1949, in Liber 1274, Folio
10 367, among the land records of Montgomery County, Maryland to
11 the southwest corner of Lot Pt 8, Block D, as recorded by deed
12 dated July 14, 1949, in Liber 1274, Folio 367, among the land
13 records of Montgomery County, Maryland;

14 (71) then in an easterly direction along the south line of the same
15 Lot Pt 8, Block D, to the southeast corner of the same Lot Pt
16 8, Block D;

17 (72) then in a northerly direction along the east line of the same
18 Lot Pt 8, Block D, to its intersection with the south
19 right-of-way line of Elm Street;

20 (73) then in an easterly direction along the south right-of-way line
21 of Elm Street, crossing Arlington Road, to its intersection
22 with the east right-of-way line of Arlington Road;

23 (74) then in a northerly direction along the east right-of-way line
24 of Arlington Road, crossing Elm Street and Hampden Lane, to its
25 intersection with the north right-of-way line of Hampden Lane;

26 (75) then in an easterly direction along the north right-of-way line
27 of Hampden Lane to the southeast corner of Lot 9, Block 24D,

01 Edgemoor Subdivision, as recorded June 4, 1935, in Plat Book 7,
02 Plat 573, among the land records of Montgomery County,
03 Maryland, which is also on the west line of a public alley
04 running between Hampden Lane and Montgomery Lane, and also the
05 proposed western right-of-way line for Woodmont Avenue;

06 (76) then in a northerly direction along the west line of that alley
07 to its intersection with the south right-of-way line of
08 Montgomery Lane;

09 (77) then crossing Montgomery Lane to the intersection of the north
10 right-of-way line of Montgomery Lane and the west right-of-way
11 line of Woodmont Avenue;

12 (78) then in a northerly direction along the west right-of-way line
13 of Woodmont Avenue, crossing North Lane and Edgemoor Lane to
14 the south right-of-way line of Middlesex Lane;

15 (79) then in a westerly and northwesterly direction along the south
16 right-of-way line of Middlesex Lane to its intersection with
17 the south right-of-way line of Moorland Lane;

18 (80) then in a westerly direction along the south right-of-way line
19 of Moorland Lane to its intersection with the east right-of-way
20 line of Arlington Road;

21 (81) then in a northerly direction along the east right-of-way line
22 of Arlington Road to its intersection with the southwest
23 right-of-way line of Old Georgetown Road;

24 (82) then in a northwesterly direction along the southwest
25 right-of-way line of Old Georgetown Road, crossing Arlington
26 Road, to its intersection with the north right-of-way line of
27 Wilson Lane;

01 (83) then in a westerly direction along the north right-of-way line
02 of Wilson Lane, crossing Cordell Avenue, to its intersection
03 with the west right-of-way line of Cordell Avenue;

04 (84) then in a northerly direction along the west right-of-way line
05 of Cordell Avenue to its intersection with the common lot line,
06 which is the north line of Lot 5 and the south line of Lot 4,
07 Block L, Section 2, Battery Park Subdivision, as recorded July
08 24, 1925, in Plat Book 4, Plat 304, among the land records of
09 Montgomery County, Maryland;

10 (85) then in a westerly direction along the common lot line of Lots
11 4 and 5 as shown in Plat Book 4, Plat 304, recorded July 24,
12 1925, among the land records of Montgomery County, Maryland, to
13 its intersection with the east line of Lot 6, Block L, Section
14 2, Battery Park Subdivision, as shown in Plat Book 4, Plat 304,
15 recorded July 24, 1925, among the land records of Montgomery
16 County, Maryland;

17 (86) then in a northerly direction along the east line of Lot 6 to
18 the southernmost corner of Lot 21, Block L, Section 2, Battery
19 Park Subdivision, as recorded November 30, 1951, in Plat Book
20 41, Plat 2973, among the land records of Montgomery County,
21 Maryland;

22 (87) then in a northwesterly direction along the southwest lines of
23 Lots 21, 20 and 1, Block L, Section 2, Battery Park
24 Subdivision, as shown in Plat Book 41, Plat 2973, recorded
25 November 30, 1951, among the land records of Montgomery County,
26 Maryland, to its intersection with the south right-of-way line
27 of Del Ray Avenue;

- 01 (88) then in a westerly direction along the south right-of-way line
02 of Del Ray Avenue to its intersection with the common lot line
03 dividing Lot 16 and Lot 17, Block L, Section 2, Battery Park
04 Subdivision, as recorded August 24, 1923, in Plat Book 3, Plat
05 261, among the land records of Montgomery County, Maryland;
- 06 (89) then crossing Del Ray Avenue to the southwest corner of Lot 8,
07 Block K, Section 2, Battery Park Subdivision, as recorded
08 February 26, 1962, in Plat Book 70, Plat 6614, among the land
09 records of Montgomery County, Maryland;
- 10 (90) then in a northerly direction along the west line of Lot 8,
11 Block K, Section 2, Battery Park Subdivision to the southwest
12 corner of Lot 29, Block K, Section 2, Battery Park Subdivision,
13 as shown in Plat Book 70, Plat 6614, recorded February 26,
14 1962, among the land records of Montgomery County, Maryland;
- 15 (91) then in a northwesterly direction along the southern lot lines
16 of Lots 7, 6, and 5, Block K, Section 2, Battery Park
17 Subdivision, as recorded August 24, 1923, in Plat Book 3, Plat
18 261, among the land records of Montgomery County, Maryland, to
19 the southwest corner of Lot 5, Block K, Section 2, Battery Park
20 Subdivision, as shown in Plat Book 3, Plat 261, recorded August
21 24, 1923, among the land records of Montgomery County, Maryland;
- 22 (92) then in a northwesterly direction along the southern line of
23 Lot 35, Block K, Section 2, Battery Park Subdivision, to its
24 intersection with the southern right-of-way line of Glenbrook
25 Road, as recorded June 6, 1980, in Plat Book 111, Plat 12996,
26 among the land records of Montgomery County, Maryland;
- 27 (93) then in a northeasterly direction along the southern

01 right-of-way line of Glenbrook Road to the southwest right-of-
02 way line of Old Georgetown Road;

03 (94) then crossing Old Georgetown Road to the intersection of the
04 northeast right-of-way line of Old Georgetown Road and the
05 southeast right-of-way line of Glenbrook Road;

06 (95) then in a northeasterly direction along the southeast
07 right-of-way line of Glenbrook Road to the northeast corner of
08 Lot 1, Block A, Samuel T. Robertsons Addition to Bethesda
09 Subdivision, as recorded January 9, 1930, in Plat Book 5, Plat
10 407, among the land records of Montgomery County, Maryland;

11 (96) then in a southeasterly direction along the northeast line of
12 Lots 1 and 2, Block A, Samuel T. Robertsons Addition to
13 Bethesda Subdivision, to its intersection with the southeast
14 boundary line for Samuel T. Robertsons Addition to Bethesda
15 Subdivision, as shown in Plat Book 5, Plat 407, recorded
16 January 9, 1930, among the land records of Montgomery County,
17 Maryland, which is also being the common subdivision boundary
18 with Woodmont Subdivision as recorded November 13, 1894, in
19 Plat Book 1, Plat 4, among the land records of Montgomery
20 County, Maryland;

21 (97) then in a northeasterly direction along the common subdivision
22 boundary line between Samuel T. Robertsons Addition to
23 Bethesda and Woodmont Subdivisions to its intersection with
24 the southwest right-of-way line of Norfolk Avenue;

25 (98) then in a northerly direction along the common subdivision
26 boundary line between Samuel T. Robertsons Addition to
27 Bethesda and Woodmont Subdivisions, crossing Rugby Avenue to

01 its intersection with the southern boundary line of Northwest
02 Park Subdivision, as recorded October 10, 1910, in Plat Book
03 2, Plat 134, among the land records of Montgomery County,
04 Maryland;

05 (99) then in an easterly direction along the common subdivision
06 boundary line between Northwest Park and Woodmont Subdivisions
07 to its intersection with the westernmost line of Lot 633,
08 Woodmont Subdivision, as recorded October 8, 1982, in Plat
09 Book 119, Plat 14027, among the land records of Montgomery
10 County, Maryland;

11 (100) then in a northerly direction along the westernmost line of
12 Lot 633, Woodmont Subdivision, to its intersection with the
13 northernmost line of Lot 633, Woodmont Subdivision, as shown
14 in Plat Book 119, Plat 14027, recorded October 8, 1982, among
15 the land records of Montgomery County, Maryland;

16 (101) then in an easterly direction along the northernmost line of
17 Lot 633, Woodmont Subdivision, to its intersection with the
18 east line of Lot 633, Woodmont Subdivision, which is also the
19 west line of Lot 45, Block 1, Northwest Park Subdivision, as
20 recorded October 10, 1910, in Plat Book 2, Plat 134, among the
21 land records of Montgomery County, Maryland;

22 (102) then in a southerly direction along the common lot line of Lot
23 633, Woodmont Subdivision and Lot 45, Block 1, Northwest Park
24 Subdivision, to its intersection with the northern boundary
25 line of the Woodmont Subdivision as shown in Plat Book 2, Plat
26 134, recorded October 10, 1910, among the land records of
27 Montgomery County, Maryland;

- 01 (103) then in an easterly direction along the northern boundary of
02 the Woodmont Subdivision as recorded November 13, 1894, in
03 Plat Book 1, Plat 4, among the land records of Montgomery
04 County, Maryland, to its intersection with the west line of
05 the Montgomery County Public Parking Facility No. 35 site as
06 recorded in Liber 2388, Folio 521;
- 07 (104) then in a northerly direction along the west line of Public
08 Parking Facility No. 35 to its intersection with the north
09 line of Public Parking Facility No. 35;
- 10 (105) then in an easterly direction along the north line of Public
11 Parking Facility No. 35 to its intersection with the western
12 right-of-way line of Woodmont Avenue;
- 13 (106) then in a northerly direction along the western right-of-way
14 line of Woodmont Avenue to its intersection with the southern
15 right-of-way line of Battery Lane;
- 16 (107) then in a northerly direction, crossing Battery Lane, to the
17 northern right-of-way line of Battery Lane at the southeast
18 corner of Lot 47, Block 2, Northwest Park Subdivision, as
19 recorded October 10, 1910, in Plat Book 2, Plat 134, among the
20 land records of Montgomery County, Maryland;
- 21 (108) then in a northerly direction along the east line of Lot 47,
22 Block 2, Northwest Park Subdivision, which is also the west
23 line of Lot 20, Block 2, Northwest Park Subdivision, to its
24 intersection with the northern boundary line for the Northwest
25 Park Subdivision, as shown in Plat Book 2, Plat 134, recorded
26 October 10, 1910, among the land records of Montgomery County,
27 Maryland;

01 (109) then in an easterly direction along the northern boundary line
02 of the Northwest Park Subdivision to its intersection with the
03 west right-of-way line of Wisconsin Avenue;

04 (110) then in an easterly direction, crossing Wisconsin Avenue, to
05 the point of beginning; and

06 (111) any lot that is partially within and partially outside of the
07 areas under paragraphs (1) through (110).

08 (b) Silver Spring Urban District.

09 The Silver Spring urban district is all land in the thirteenth
10 election district of the County within the area described as follows:

11 (1) beginning at a point on the Maryland-District of Columbia
12 boundary line at the intersection of the west right-of-way of
13 Georgia Avenue with the Maryland-District of Columbia boundary
14 line, and running in a northwesterly direction along the
15 Maryland-District of Columbia boundary line, and crossing
16 Sixteenth Street along an extension of that boundary line to
17 its intersection with the west right-of-way line of Sixteenth
18 Street;

19 (2) then in a northerly direction along the west right-of-way line
20 of Sixteenth Street, crossing East-West Highway to its
21 intersection with a southwesterly extension of the northerly
22 right-of-way line of Spring Street;

23 (3) then in a northeasterly direction along that extension
24 crossing Sixteenth Street to its intersection with the east
25 right-of-way line of Sixteenth Street;

26 (4) then in a northeasterly direction along the northern right-of-
27 way line of Spring Street, crossing Second Avenue, First

01 Avenue, Georgia Avenue, and Alton Parkway, then southeasterly
02 to its intersection with the northwest right-of-way line of
03 Fairview Road;

04 (5) then in a northeasterly direction approximately 390 feet along
05 the northwest right-of-way line of Fairview Road to its
06 intersection with the westward extension of the southwest line
07 of Lots 1 and 2, Block B, Section 4, Woodside Park, as
08 recorded January 30, 1923, in Plat Book 3, Plat 244, among the
09 land records of Montgomery County, Maryland;

10 (6) then crossing Fairview Road in a southeasterly direction along
11 the southwest line of Lots 1 and 2, Block B, Section 4,
12 Woodside Park, to its intersection with the southwest
13 right-of-way line of Noyes Drive;

14 (7) then in a southeasterly direction along the southwest
15 right-of-way line of Noyes Drive to its intersection with the
16 northwest right-of-way line of Colesville Road;

17 (8) then crossing Colesville Road in a southeasterly direction to
18 the intersection of the southeast right-of-way line of
19 Colesville Road and the southwest line of the Silver Spring
20 Public Library site, Parcel No. P959;

21 (9) then along that line to the southeast right-of-way line of
22 Ellsworth Drive;

23 (10) then in a southwesterly direction along the southeast
24 right-of-way line of Ellsworth Drive to its intersection with
25 the common line of the Academy of the Holy Names site and the
26 northeast line of Evanswood Sec. 1 Subdivision, also shown as
27 the common lot line of Lot 9 and Lot 10, Evanswood Section

01 One, as recorded March 2, 1932, in Plat Book 5, Plat 439 among
02 the land records of Montgomery County, Maryland;

03 (11) then in a southeasterly direction along the northeast lot
04 lines of Lots 1 through 9 as shown in Plat Book 5, Plat 439,
05 recorded March 2, 1932, among the land records of Montgomery
06 County, Maryland, crossing Pershing Drive along an extension
07 of that line to its intersection with the southeast
08 right-of-way line of Pershing Drive;

09 (12) then in a southwesterly direction along the southeast
10 right-of-way line of Cedar Street;

11 (13) then in a southeasterly direction along the northeast
12 right-of-way line of Cedar Street, crossing Wayne Avenue, to
13 its intersection with the southeast right-of-way line of Wayne
14 Avenue;

15 (14) then in a southwesterly direction along the southeast
16 right-of-way line of Wayne Avenue for approximately 750 feet,
17 to its intersection with the east lot line of Lot 24, Block 4,
18 in Jordan's and Smith's Addition to Silver Spring Park, as
19 recorded June 2, 1925, in Plat Book 4, Plat 301, among the
20 land records of Montgomery County, Maryland;

21 (15) then in a southeasterly direction along the east line of Lot
22 24 to the southeast corner of Lot 24;

23 (16) then in a southwesterly direction approximately 15 feet to the
24 northeast corner of Lot 14, Block 4, Jordan's and Smith's
25 Addition to Silver Spring Park, as shown in Plat Book 4, Plat
26 301, recorded June 2, 1925, among the land records of
27 Montgomery County, Maryland;

- 01 (17) then in a southeasterly direction along the east line of Lot
02 14, as shown in Plat Book 4, Plat 301, recorded June 2, 1925,
03 among the land records of Montgomery County, Maryland, to the
04 northwest right-of-way line of Bonifant Street;
- 05 (18) then in a southerly direction crossing Bonifant Street to the
06 intersection of the southeastern right-of-way line of Bonifant
07 Street and the northeast corner of Lot 5, Block U, Silver
08 Spring Park, as shown in Plat Book 1, Plat 99, recorded April
09 4, 1909, among the land records of Montgomery County,
10 Maryland, which is also the same as the northeast corner of
11 Montgomery County Public Parking Facility 29;
- 12 (19) then in a southerly direction along the common lot line, which
13 is the east line of Lot 5 and the west line of Lot 6 as shown
14 in Plat Book 1, Plat 99, recorded April 4, 1909, among the
15 land records of Montgomery County, Maryland, crossing Easley
16 Street along the southern extension of that line to its
17 intersection with the south right-of-way line of Easley Street;
- 18 (20) then in a westerly direction along the south right-of-way line
19 of Easley Street approximately 50 feet to its intersection
20 with the common lot line, which is the west line of Lot 7 and
21 the east lot line of Lot 28, Block P, Silver Spring Park, as
22 shown in Plat Book 1, Plat 99, recorded April 4, 1909, among
23 the land records of Montgomery County, Maryland;
- 24 (21) then in a southerly direction along the common line of Lot 7
25 and Lot 28, Block P and the common line of Lot 18 and Lot 19,
26 Block P, Silver Spring Park, as shown in Plat Book 1, Plat 99,
27 recorded April 4, 1909, among the land records of Montgomery

01 County, Maryland, crossing Thayer Avenue to the intersection
02 of the south right-of-way line of Thayer Avenue and the common
03 lot line which is the east lot line of Lot 5 and the west lot
04 line of Lot 6, Block G, as shown on a "Map of Building Sites
05 for Sale at Silver Spring", as recorded May 23, 1904, in Plat
06 Book 1, Plat 54, among the land records of Montgomery County,
07 Maryland;

08 (22) then in a southerly direction along the common lot line of Lot
09 5 and Lot 6, Block G, and with an extension of that line to
10 the south right-of-way line of a 20-foot alley dividing Block
11 G and Block H, as shown on the "Map of Building Sites for Sale
12 at Silver Spring";

13 (23) then in a westerly direction approximately 50 feet along the
14 south line of that alley to its intersection with the common
15 lot line, which is the east line of Lot 4 and the west line of
16 Lot 5, Block H, as shown on the "Map of Building Sites for
17 Sale at Silver Spring";

18 (24) then in a southerly direction along the common lot line of Lot
19 4 and Lot 5, Block H, to its intersection with the northern
20 right-of-way line of Silver Spring Avenue;

21 (25) then crossing Silver Spring Avenue to the intersection of the
22 southern right-of-way line of Silver Spring Avenue and the
23 common lot line, which is the east line of Lot 4 and the west
24 line of Lot 5, Block I, as shown on the "Map of Building Sites
25 for Sale at Silver Spring";

26 (26) then in a southerly direction along the common lot line of Lot
27 4 and Lot 5, Block I, crossing a 20-foot alley dividing Block

01 I and Block J, as shown on the "Map of Building Sites for Sale
02 at Silver Spring", to its intersection with the south
03 right-of-way line of that alley and the common lot line, which
04 is the east line of Lot 4 and the west line of Lot 5, Block J,
05 as shown on the "Map of Building Sites for Sale at Silver
06 Spring";

07 (27) then in a southerly direction along the common lot line of Lot
08 4 and Lot 5, Block J, to its intersection with the northern
09 right-of-way line of Sligo Avenue;

10 (28) then along a southern extension of that common lot line of Lot
11 4 and Lot 5, Block J, to its intersection with the southern
12 right-of-way line of Sligo Avenue;

13 (29) then in a northwesterly direction along the southern
14 right-of-way line of Sligo Avenue to its intersection with the
15 northeast corner of Lot 19, Block A, shown on a plat of Blair
16 Section 1, recorded June 7, 1922, in Plat Book 3, Plat 229
17 among the land records of Montgomery County, Maryland;

18 (30) then in a southerly direction along the east line of Lot 19,
19 Block A, to its intersection with the remainder of Lot 25,
20 Block A, as shown on the plat of Blair Section 1, recorded
21 June 7, 1922, in Plat Book 3, Plat 229, among the land records
22 of Montgomery County, Maryland;

23 (31) then in an easterly direction approximately 15 feet to its
24 intersection with the northwest corner of Lot 51, Block A, as
25 shown on a plat of Blair Section 1, recorded November 16,
26 1935, in Plat Book 8, Plat 626, among the land records of
27 Montgomery County, Maryland;

01 (32) then in a southerly direction along the west line of that Lot
02 51 to its intersection with the northern right-of-way line of
03 Gist Avenue;

04 (33) then along a southerly extension of the west line of that Lot
05 51 to the southern right-of-way line of Gist Avenue;

06 (34) then in a westerly direction along the southern right-of-way
07 line of Gist Avenue to its intersection with the eastern
08 right-of-way line of Fenton Street;

09 (35) then in a southerly direction along the eastern right-of-way
10 line of Fenton Street crossing Philadelphia Avenue, Isington
11 Street, and New York Avenue to its intersection with the
12 corporate limit line of the City of Takoma Park;

13 (36) then in a southwesterly direction with the corporate limit
14 line of the City of Takoma Park crossing the northeast
15 right-of-way line of the B & O Railroad to its intersection
16 with the southwest right-of-way line of the B & O Railroad;

17 (37) then in a southeasterly direction with the southwest
18 right-of-way line of the B & O Railroad to its intersection
19 with the northeast right-of-way line of Blair Road;

20 (38) then in a northwesterly direction along the northeast
21 right-of-way line of Blair Road to its intersection with an
22 extension of the southeast line of Parcel One, Yost's Addition
23 to Silver Spring, as shown in Plat Book 85, Plat 8874,
24 recorded March 13, 1968, among the land records of Montgomery
25 County, Maryland;

26 (39) then in a southwesterly direction along that line to its
27 intersection with the northeast line of Eastern Avenue, which

is also the Maryland-District of Columbia boundary line;

(40) then in a northwesterly direction along the Maryland-District of Columbia boundary line to the point of beginning; and

(41) any lot that is partially within and partially outside of the areas under paragraphs (1) through 40.

(c) Wheaton Urban District.

The Wheaton Urban District is all land in the thirteenth election district of the County within the area described as follows:

(1) beginning on the west right-of-way line of Amherst Avenue at the southeast corner of Parcel A, Wheaton Place, as recorded February 26, 1965, in Plat Book 77, Plat 7696, among the land records of Montgomery County, Maryland;

(2) then in a westerly direction along the south line of the same Parcel A to its intersection with the east right-of-way line of Georgia Avenue, as shown in Plat Book 77, Plat 7696, recorded February 26, 1965, among the land records of Montgomery County, Maryland;

(3) then crossing Georgia Avenue along a westerly extension of the south line of the same Parcel A to its intersection with the west right-of-way line of Georgia Avenue;

(4) then in a northerly direction along the west right-of-way line of Georgia Avenue to its intersection with the southern line of Parcel 4, Wheaton Plaza, as recorded August 11, 1960, in Plat Book 66, Plat 6037, among the land records of Montgomery County, Maryland;

(5) then in a westerly and then northerly direction along the southern and western lines of Parcel 4, Wheaton Plaza, to its

01 intersection with the south right-of-way line of University
02 Boulevard West, as shown in Plat Book 66, Plat 6037, recorded
03 August 11, 1960, among the land records of Montgomery County,
04 Maryland;

05 (6) then crossing University Boulevard West to the southwest
06 corner of Lot PT8, Block G, Kensington View subdivision, as
07 recorded July 10, 1925, in Plat Book 4, Plat 303, among the
08 land records of Montgomery County, Maryland, which is also the
09 northeast intersection of University Boulevard West and
10 Midvale Road;

11 (7) then in a northerly direction along the west line of the same
12 Lot PT8 to its intersection with the north line of the same
13 Lot PT8;

14 (8) then in an easterly direction along the north lines of Lots 1
15 through 8, Block G, Kensington View, to its intersection with
16 the west line of East Avenue, as shown in Plat Book 4, Plat
17 303, recorded July 10, 1925, among the land records of
18 Montgomery County, Maryland;

19 (9) then in a northerly direction along the west line of East
20 Avenue, crossing Upton Drive and Kensington Boulevard to the
21 north line of Kensington Boulevard;

22 (10) then in an easterly direction along the north line of
23 Kensington Boulevard, including its planned extension, to its
24 intersection with the west line of Viers Mill Road;

25 (11) then crossing Viers Mill Road to the west corner of Lot 1,
26 Block B, Triangle Park as shown in Plat Book No. 4, on Plat
27 No. 338, recorded among the land records of Montgomery County,

Maryland;

(12) then with the southerly side of Kensington Boulevard in an easterly direction and crossing Wheaton Hill Road to a point on the easterly side of the same Wheaton Hill Road, which is also the north corner of Lot 16, Block A, as shown on the plat of Triangle Park in Plat Book 4, on Plat No. 338, recorded among the land records of Montgomery County, Maryland;

(13) then running with the easterly side of Wheaton Hill Road northeast to the south side of Blueridge Avenue, which is also the P.T. of Fillet curve No. 4 and generally the northwest corner of Lot 1, Block 44, as shown on Plat No. 9, Wheaton Hills, recorded in Plat Book 32, on Plat 2058, among the land records of Montgomery County, Maryland;

(14) then with the southerly side of Blueridge Avenue, with the arc of a curve to the left in a general easterly direction, to the east side of Grandview Avenue;

(15) then with the east side of Grandview Avenue north to the common front corner of Lots 19 and 20, Block 27, as shown on Plat No. 9, Wheaton Hills, recorded in Plat Book 32, on Plat 2058, among the land records of Montgomery County, Maryland;

(16) then leaving the east side of Grandview Avenue and running with the dividing line of the same Lots 19 and 20, and Lots 9 and 10, Block 27, as shown on Plat No. 9, Wheaton Hills, recorded in Plat Book 32, on Plat 2058, among the land records of Montgomery County, Maryland, east to the west side of Georgia Avenue;

(17) then with the west side of Georgia Avenue and running south,

01 approximately 200 feet;

02 (18) then leaving the west side of Georgia Avenue, crossing Georgia
03 Avenue, and running east with the northerly subdivision limits
04 of Villa Verde Subdivision as shown in Plat Book No. 4, on
05 Plat No. 388, recorded among the land records of Montgomery
06 County, Maryland, to the northeast corner of Lot 8, Villa
07 Verde;

08 (19) then in a southerly direction along the east line of the same
09 Lot 8, Villa Verde, and crossing Blueridge Avenue to the
10 intersection of the extension of the east line of Lot 8, Villa
11 Verde and the south line of Blueridge Avenue;

12 (20) then along the south line of Blueridge Avenue to approximately
13 125 feet east of the east line of Amherst Avenue, which is a
14 point on the dividing line between Lot 1, Block 1, Wheaton
15 Manor, and the property occupied by Columbia Broadcasting
16 Company as shown in Plat Book 45, on Plat No. 3390, recorded
17 among the land records of Montgomery County, Maryland;

18 (21) then in a southerly direction along that line to its
19 intersection with the northerly line of Lot 3, Block 1,
20 Wheaton Manor;

21 (22) then in an easterly direction along that northerly line of Lot
22 3, Block 1, Wheaton Manor, to its intersection with the
23 easterly line of the same Lot 3, Block 1;

24 (23) then in a southerly direction along that easterly line of Lot
25 3, Block 1 to the intersection of the extension of that line
26 with the southerly line of University Boulevard West (formerly
27 Old Bladensburg Road);

(24) then in a northeasterly direction along that southerly line of University Boulevard West to its intersection with the west line of Amherst Avenue (formerly Vernosia Place);

(25) then in a southerly direction along that west line of Amherst Avenue, crossing Reddie Drive and Prichard Road to the point of beginning; and

(26) any lot that is partially within and partially outside of the areas under paragraphs (1) through (25).

68A+91//ADMINISTRATION/OF/URBAN/DISTRICTS/BY/A/NON-PROFIT/CORPORATION/
IN/ADDITION/TO/THE/SOLE-SOURCE/CONTRACT/AUTHORITY/UNDER/SECTION/11B+42
OF/THIS/CODE//THE/COUNTY/EXECUTIVE/MAY/MAKE/A/SOLE-SOURCE/CONTRACT/WITH/A
NON-PROFIT/CORPORATION/FORMED/BY/THE/ADVISORY/COMMITTEE/IN/ANY/URBAN
DISTRICT/TO/PERFORM/THE/FUNCTIONS/OF/SECTION/68A+21//THE/COUNTY/COUNCIL/MUST
APPROVE/A/SOLE-SOURCE/CONTRACT/MADE/BY/THE/COUNTY/EXECUTIVE/UNDER/THIS
SECTION/BEFORE/IT/IS/EFFECTIVE/

Sec. 3. Section 60-16 is amended to read as follows:

60-16. Purpose of parking lot funds; loans to county, etc.

(a) The DIRECTOR OF FINANCE MUST KEEP THE special taxes and parking ~~meter~~ fees collected from each district [[shall]] must be kept in A separate ~~fund~~, FUND FOR EACH DISTRICT, and each fund [[shall]] must be used so that there [[shall be]] is paid/first [[therefrom]] from the fund ARE AVAILABLE ENOUGH FUNDS TO PAY the principal and interest ~~payments~~, as they become due, upon any bonds issued pursuant to law for the purpose of acquiring, constructing, maintaining, and operating the off-street parking facilities in the particular district from which the money in [[such]] that fund [[has been]] is collected[[, and

the]]. The balance [[shall]] must be used for the purpose of acquiring, constructing, operating, and maintaining off-street parking facilities in [[such]] that district. If in any fiscal year any balance [[shall remain]] remains after [[the aforesaid]] those payments, ~~it~~ [[shall]] THE DIRECTOR OF FINANCE must ~~be held by the director of finance~~ HOLD IT until the following fiscal year and ~~applied~~ APPLY IT as ~~above~~ provided ABOVE.

(b) [[No on-site]] On-site expenses in connection with the acquisition, improvement, operation, or maintenance of the off-street parking facilities [[shall]] must not be paid from the general revenues of the ~~county or suburban district funds, except, that~~ COUNTY. HOWEVER, general revenues ~~of suburban district funds~~ may be temporarily advanced for the acquisition and improvement of [[such]] those facilities in anticipation of the proceeds of bonds to be used ~~therefor, provided that any~~ [[such]] of FOR THAT PURPOSE, SO LONG AS the advance [[shall]] ~~must be~~ IS repaid within ~~six (6)~~ 6 months, or ~~prior to~~ BEFORE the end of the fiscal year in which the advance is made, whichever is sooner.

(b) ~~Under Section 68A-4 of this Code the County may add a surcharge to the parking meter rates in an urban district. The surcharge may not exceed \$10 per hour. Funds collected from this surcharge must be transferred into the fund balance of the respective urban district and used only in the urban district in which they are collected.~~

(c) (1) NOTWITHSTANDING THE LIMITATIONS IN SUBSECTIONS (a) OR (b) OR ANY OTHER PROVISIONS OF THIS CHAPTER, THE COUNTY COUNCIL MAY

01 TRANSFER REVENUE FROM PARKING FEES TO THE FUND OF ANY URBAN
02 DISTRICT FROM WHICH THE FEES ARE COLLECTED AS LIMITED BY SECTION
03 68A-54(a)(2)(B).

04 (2) IN THIS SUBSECTION, "PARKING FEE" MEANS REVENUE FROM PARKING
05 METERS, PARKING PERMITS, OR ANY OTHER USER CHARGE FOR PARKING.

06 Sec. 4. Section 60-13 is repealed as follows:

07 60-13. ~~SAME//COST//OF//TO//BE//APPROPRIATED//FROM//SUBURBAN//DISTRICT//TAX//~~
08 ~~RESERVED.~~

09 ~~TO//DEFRAY//THE//COSTS//OF//ADMINISTERING//THE//OFF-STREET//PARKING//PROGRAM~~
10 ~~PROVIDED//IN//THIS//CHAPTER//EXCEPT//ON-SITE//EXPENSES//INCURRED//IN//CONNECTION~~
11 ~~WITH//THE//ACQUISITION//IMPROVEMENT//OPERATION//AND//MAINTENANCE//OF//OFF-STREET~~
12 ~~PARKING//FACILITIES//THERE//SHALL//BE//APPROPRIATED//IN//EACH//AND//EVERY//FISCAL~~
13 ~~YEAR//COMMENCING//WITH//THE//YEAR//OF//1983+84//FOR//THE//DEPARTMENT//OF~~
14 ~~TRANSPORTATION//FROM//THE//SUBURBAN//DISTRICT//TAX//SUCH//AMOUNT//AS//IS//ESTIMATED~~
15 ~~BY//THE//COUNCIL//TO//BE//NECESSARY//TO//DEFRAY//SUCH//ADMINISTRATIVE//COSTS//~~

Enacted Bill No. 9-86, Draft No. 6, dated June 10, 1986, as amended,
by roll-call vote

YEAS: Crenca, Fosler, Gelman, Gudis, Scull, Potter, Hanna.

SUBJECT: Bill No. 19-86, Collective Bargaining for County Employees

ACTION: Amended the bill as follows:

Page 18, line 22, following the word "other" insert like;

Page 19, line 10, following the word "units" insert as defined in Section 33-105;

by motion of Vice President Potter, without objection.

ISSUES DISCUSSED: The question of whether the labor relations administrator has the authority to adopt regulations and procedures for the implementation of his duties as set forth in the bill; Mr. Scull's opinion that the authority to promulgate regulations should remain with the County Executive; the precedent established by other agencies, such as the Fire and Rescue Commission, to promulgate regulations; Consultant Willcox's statement that the County Executive will be a party to the collective bargaining negotiations and it is important that the labor relations administrator be independent.

ACTION: Page 29, line 12, following the word "Maryland" insert responsible for conducting labor elections

by motion of Vice President Potter, without objection.

Page 12, line 7, insert: If the majority vote is for no representation the Chief Administrative Officer shall so certify.

by motion of Vice President Potter, without objection.

Waived the reading of the title, and approved the amendments recommended by the Personnel Committee and technical amendments as follows:

by motion of Councilmember Gelman, without objection.

- EXPLANATION:
- Boldface indicates matter that is a heading or a defined term.
 - Underlining indicates matter added to existing law.
 - [[Double Brackets]] indicate matter repealed from existing law.
 - CAPITALS indicate matter quoted from existing law which is added to the bill by amendment.
 - UNDERLINED CAPITALS indicate matter added to existing law by amendment to the bill.
 - ~~Strikes~~ indicate matter deleted from the bill by amendment.
 - * * * indicates existing law unaffected by the bill.

The County Council for Montgomery County, Maryland, approves the following act:

01 Sec. 1. Section 33-11(b) is amended to read as follows:

02 33-11. Classification; salary and wage plans.

03 * * *

04 (b) Uniform salary plan. [[There is hereby established for all
05 classes of positions in the merit system a uniform salary plan entitled the
06 "general salary schedule" which shall contain grades, salary rates and ranges
07 for each grade. All classes of positions shall be assigned an appropriate
08 grade under the general salary schedule by the chief administrative officer.
09 All positions involving comparable duties, experience, responsibilities and
10 authority shall be paid comparable salaries in accordance with the relative
11 value of the services performed. In establishing salary rates, consideration
12 shall be given to experience, prevailing salary rates for comparable services
13 in both the public and private sectors, living costs, and fringe and other
14 benefits received by the employee under the merit system. The chief
15 administrative officer shall, subject to the approval of the county council,
16 promulgate and from time to time amend the general salary schedule,
17 compensation policies for overtime, pay differential and other appropriate
18 salary and wage benefits.]]

19 (1) Subject to approval by the County Council, the Chief
20 Administrative Officer must issue and periodically amend a
21 uniform salary plan known as the "general salary schedule" for
22 all classes of positions in the merit system.

23 (2) The general salary schedule must contain grades, salary rates,
24 and salary ranges for each grade.

25 (3) The Chief Administrative Officer must assign an appropriate
26 grade under the general salary schedule to all classes of
27 positions.

- 01 (4) All positions involving comparable duties, experience,
02 responsibilities, and authority must be paid comparable salaries
03 in accordance with the relative value of the services performed.
- 04 (5) In setting salary rates, the Chief Administrative Officer must
05 consider experience, prevailing salary rates for comparable
06 services in both the public and private sectors, living costs,
07 and fringe and other benefits received by the employee under the
08 merit system.
- 09 (6) Subject to approval by the County Council, the Chief
10 Administrative Officer must also issue and periodically amend
11 compensation policies for overtime, pay differentials, and other
12 appropriate salary and wage benefits.
- 13 (7) Any plan, policy, or schedule issued by the Chief Administrative
14 Officer under this subsection is subject to the limitations in
15 Articles V and VII of this chapter regarding County police
16 department and government employees who are represented by a
17 certified employee organization.

18
19 Sec. 2. Article IV of Chapter 33 is amended to read as follows:

20 ARTICLE IV. EMPLOYER-EMPLOYEE RELATIONS

21 33-62. STATEMENT OF LEGISLATIVE INTENT.

22 THE/COUNTY/COUNCIL/HEREBY/FINDS/THAT/THE/TREND/IN/LABOR/RELATIONS
23 BETWEEN/GOVERNMENT/AND/ITS/EMPLOYEES/IS/BECOMING/SOMEWHAT/ALIGNED/WITH/THE
24 PRACTICES/OF/THE/PRIVATE/SECTOR/OF/REPRESENTATION/OF/EMPLOYEE/GROUPS/BY
25 DESIGNATED/ELECTED/EMPLOYEE/ORGANIZATIONS//THE/COUNCIL/BELIEVES/THAT
26 GOVERNMENT/SHOULD/TAKE/THE/INITIATIVE/IN/PROVIDING/A/VEHICLE/WHEREBY
27 GOVERNMENT/EMPLOYEE/REPRESENTATION/CAN/EMERGE/AND/EVOLVE/IN/A/FASHION/

01 CONSISTENT/WITH/BOTH/THE/NEEDS/OF/THE/EMPLOYEE/AND/THOSE/OF/GOVERNMENT///THE
02 COUNCIL/FURTHER/BELIEVES/THAT/THIS/CAN/BEST/BE/ACCOMPLISHED/BY/ENACTING
03 LOCAL/LEGISLATION/WHICH/PROVIDES/FOR/THE/VOLUNTARY/REPRESENTATION/OF
04 GOVERNMENT/EMPLOYEES/BY/THEIR/DULY/DESIGNATED/AND/ELECTED/EMPLOYEE
05 ORGANIZATIONS///THE/COUNCIL/ALSO/BELIEVES/THAT/THE/EFFICIENT/ADMINISTRATION
06 OF/THE/COUNTY/GOVERNMENT/IS/ENHANCED/BY/PROVIDING/EMPLOYEES/AN/OPPORTUNITY
07 TO/PARTICIPATE/IN/THE/FORMULATION/AND/IMPLEMENTATION/OF/POLICIES/AND
08 PRACTICES/AFFECTING/THE/CONDITIONS/OF/THEIR/EMPLOYMENT///BECAUSE/THE/COUNCIL
09 BELIEVES/IT/IS/DESIRABLE/TO/MINIMIZE/THE/PROLIFERATION/OF/EMPLOYEE/UNITS,/IT
10 HAS/LIMITED/THE/NUMBER/OF/SUCH/UNITS/TO/SEVEN/(7),/HOWEVER,/THE/COUNCIL
11 WOULD/CONSIDER/CHANGING/THAT/LIMITATION/AT/A/FUTURE/DATE/UPON/THE
12 RECOMMENDATION/OF/THE/CHIEF/ADMINISTRATIVE/OFFICER/OR/AN/AFFECTED/GROUP/OF
13 EMPLOYEES///THE/COUNCIL/FURTHER/STATES/THAT/THE/ELIGIBILITY/AS/TO/MEMBERSHIP
14 IN/AN/EMPLOYEE/UNIT/FOR/PURPOSES/OF/THIS/MEET+AND+CONFER/TYPE/OF/EMPLOYEE
15 REPRESENTATION/WOULD/NOT/NECESSARILY/BE/EXTENDED/IN/THE/SAME/MANNER/IF
16 AUTHORITY/FOR/COLLECTIVE/BARGAINING/WERE/GRANTED///MEMBERSHIP/OR
17 NONMEMBERSHIP/IN/AN/EMPLOYEE/ORGANIZATION/SHALL/IN/NO/WAY/LIMIT/THE/ABILITY
18 OF/AN/EMPLOYEE/TO/OBTAIN/GOVERNMENT/INFORMATION/TO/WHICH/HE/SHE/WOULD
19 NORMALLY/HAVE/ACCESS///NOTHING/IN/THIS/ARTICLE/SHALL/RESTRICT/THE/ABILITY/OF
20 ANY/EMPLOYEE,/WHETHER/MEMBER/OR/NONMEMBER/OF/AN/EMPLOYEE/ORGANIZATION,/TO
21 DISCUSS/MATTERS/CONCERNING/EMPLOYEES/OR/EMPLOYEE/GROUPS/TO/THE/EXTENT/THAT
22 SUCH/DISCUSSION/DOES/NOT/CONFLICT/WITH/THE/DUTIES/AND/RESPONSIBILITIES/OF
23 THE/EMPLOYEE/

24 IN ENACTING ARTICLE VII OF THIS CHAPTER, WHICH PROVIDES THE OPPORTUNITY
25 AND ESTABLISHES PROCEDURES FOR COLLECTIVE BARGAINING FOR MOST COUNTY MERIT
26 SYSTEM EMPLOYEES, THE COUNTY COUNCIL CONCLUDED:

27 (1) THAT IT WOULD BE INAPPROPRIATE TO INCLUDE STATE-COUNTY MERIT SYSTEM

01 EMPLOYEES SUCH AS THOSE IN THE DEPARTMENT OF SOCIAL SERVICES AMONG
02 THE EMPLOYEES ENTITLED TO BE REPRESENTED FOR PURPOSES OF COLLECTIVE
03 BARGAINING UNDER ARTICLE VII; AND

04 (2) THAT STATE-COUNTY MERIT SYSTEM EMPLOYEES SHOULD CONTINUE TO BE
05 ENTITLED TO MEET AND CONFER REPRESENTATION TO THE EXTENT THEIR
06 SALARIES AND WORKING CONDITIONS ARE SUBJECT TO OR AFFECTED BY COUNTY
07 POLICIES. THE COUNCIL HAS THEREFORE REVISED ARTICLE IV OF THIS
08 CHAPTER TO ACHIEVE THIS INTENT.

09 33-63. DEFINITIONS.

10 FOR THE PURPOSES OF THIS ARTICLE, THE FOLLOWING WORDS AND PHRASES SHALL
11 HAVE THE MEANINGS RESPECTIVELY/ASCRIBED/TO/THEM/BY/THIS/SECTION/ INDICATED:

12 (A) CERTIFICATION://THE/PROCEDURE/WHEREBY/EMPLOYEE/ORGANIZATIONS/ARE/
13 ELECTED/AND/RECOGNIZED/TO/REPRESENT/EMPLOYEE/UNITS/

14 (1) "CERTIFICATION". THE PROCEDURE BY WHICH AN EMPLOYEE ORGANIZATION
15 IS SELECTED AND RECOGNIZED TO REPRESENT THE EMPLOYEE UNIT.

16 (B) DECERTIFICATION/

17 (2) "DECERTIFICATION". THE PROCEDURE BY WHICH THE CHIEF ADMINISTRATIVE
18 OFFICER WITHDRAWS ~~COUNTY~~ COUNTY RECOGNITION OF ~~AN~~ THE EMPLOYEE
19 ORGANIZATION WITH OR WITHOUT AN ELECTION BY THE EMPLOYEES OF ~~AN~~
20 THE EMPLOYEE UNIT.

21 (C) EMPLOYEE://ANY/COUNTY/MERIT/SYSTEM/EMPLOYEE/WORKING/ON/A
22 CONTINUOUS/FULL-TIME//CAREER/OR/PART-TIME//CAREER/BASIS//ELIGIBLE/TO/BE
23 INCLUDED/IN/A/UNIT/OF/RECOGNITION/EXCEPT/FOR/THE/FOLLOWING/

24 (1) CONFIDENTIAL/AIDES/TO/ELECTED/OFFICIALS/

25 (2) ALL/NON-MERIT-SYSTEM/EMPLOYEES/

26 (3) ALL/HEADS/OF/PRINCIPAL/DEPARTMENTS//OFFICES/AND/AGENCIES/

27 (4) DEPUTY/OR/ASSISTANT/DEPARTMENT/HEADS/

01 (5) EMPLOYEES/PROVIDING/DIRECT/STAFF/OR/ADMINISTRATIVE/SUPPORT/TO/THE
02 DIRECTOR/OF/THE/DEPARTMENT,/OR/DEPUTY/OR/ASSISTANT/DIRECTORS/WITHIN/THE
03 DIRECTOR/S/IMMEDIATE/OFFICE/

04 (6) EMPLOYEES/WHO/REPORT/DIRECTLY/TO/OR/WHOSE/IMMEDIATE/SUPERVISOR/IS
05 THE/COUNTY/EXECUTIVE,/COUNTY/COUNCIL,/COUNTY/COUNCIL/MEMBERS/OR/THE/CHIEF
06 ADMINISTRATIVE/OFFICER/AND/THE/PRINCIPAL/AIDES/TO/THE/FOREGOING/

07 (7) EMPLOYEES/OF/THE/OFFICE/OF/THE/COUNTY/ATTORNEY/

08 (8) EMPLOYEES/OF/THE/OFFICE/OF/MANAGEMENT/AND/BUDGET/

09 (9) EMPLOYEES/OF/THE/OFFICE/OF/EMPLOYEE/RELATIONS/

10 (10) EMPLOYEES/OF/THE/PERSONNEL/OFFICE/

11 (11) EMPLOYEES/OF/THE/MERIT/SYSTEM/PROTECTION/BOARD/

12 (12) HEADS/OF/THE/FOLLOWING/CONSTITUENT/OFFICES,/DIVISIONS/AND
13 SECTIONS/IN/THE/DEPARTMENT/OF/TRANSPORTATION/EXISTING/AT/THE/TIME/OF
14 ENACTMENT/OF/THIS/BILL/AND/POSITIONS/CARRYING/A/SIMILAR/DEGREE/OF/PERSONNEL
15 MANAGEMENT/RESPONSIBILITIES/IN/OTHER/DEPARTMENTS/AND/OFFICES/AS/DETERMINED
16 BY/THE/CHIEF/ADMINISTRATIVE/OFFICER//DIRECTOR/S/OFFICE,/OFFICE/OF
17 RIGHT-OF-WAY/ACQUISITION,/OFFICE/OF/ADMINISTRATIVE/SERVICES,/OFFICE/OF
18 TRANSPORTATION/PLANNING,/DIVISION/OF/TRANSPORTATION/ENGINEERING,/SUBDIVISION
19 DEVELOPMENT/SECTION,/DESIGN/SECTION,/CONSTRUCTION/SECTION,/DIVISION/OF
20 TRAFFIC/ENGINEERING,/TRAFFIC/PLANNING/AND/SURVEY/SECTION,/TRAFFIC/OPERATIONS
21 SECTION,/DIVISION/OF/OPERATIONS,/TESS/MINIBUS,/HIGHWAY/MAINTENANCE/SECTION/
22 EQUIPMENT/SECTION/AND/DIVISION/OF/PARKING/LOT/DISTRICTS/

23 (13) AN/EMPLOYEE/OF/THE/POLICE/DEPARTMENT,/AS/DEFINED/IN/SECTION/33-76
24 OF/THIS/CHAPTER,/WHO/IS/REPRESENTED/BY/A/CERTIFIED/EMPLOYEE/ORGANIZATION
25 PURSUANT/TO/THE/PROVISIONS/OF/ARTICLE/V,/TITLE/"POLICE/LABOR/RELATIONS"/OF
26 THIS/CHAPTER/

27 (3) "EMPLOYEE". ANY STATE-COUNTY MERIT SYSTEM EMPLOYEE EXCEPT PERSONS

DESCRIBED IN SUBPARAGRAPHS 33-102(4)(A), (C), (D), (E), (M), (N),
(R), AND (S) OF ARTICLE VII OF THIS CHAPTER.

(A) EMPLOYEE/ORGANIZATION///ANY/LAWFUL/ORGANIZATION/WHICH/REPRESENTS
EMPLOYEES/IN/THEIR/EMPLOYMENT/RELATIONS/WITH/THE/COUNTY///THE/TERM
"EMPLOYEE/ORGANIZATION"/DOES/NOT/INCLUDE/ANY/ORGANIZATION/WHICH/

(1) DISCRIMINATES/WITH/REGARD/TO/TERMS/AND/CONDITIONS/OF/MEMBERSHIP
WITH/REGARD/TO/RACE,/COLOR,/RELIGION,/CREED,/SEX,/AGE,/NATIONAL/ORIGIN/
ANCESTRY/OR/MARITAL/STATUS/

(2) DOES/NOT/ADHERE/TO/DEMOCRATIC/PROCEDURES/AND/PRACTICES/WITH/REGARD
TO/ELECTION/OF/OFFICERS,/INDIVIDUAL/PARTICIPATION/IN/ORGANIZATIONAL/AFFAIRS/
EQUAL/TREATMENT/UNDER/ITS/BYLAWS,/INCLUDING/DUES/PROCESSING,/AND
DISCIPLINARY/PROCEDURES,/OR

(3) DOES/NOT/MAINTAIN/FISCAL/INTEGRITY/IN/THE/CONDUCT/OF/THE/AFFAIRS/OF
THE/ORGANIZATION,/INCLUDING/ACCOUNTING/CONTROLS/AND/REGULAR/FINANCIAL
REPORTS/TO/MEMBERS/

(4) "EMPLOYEE ORGANIZATION". ANY ORGANIZATION THAT ADMITS EMPLOYEES TO
MEMBERSHIP AND THAT HAS AS A PRIMARY PURPOSE THE REPRESENTATION OF
EMPLOYEES IN COLLECTIVE BARGAINING OR MEET AND CONFER REPRESENTATION
OR BOTH.

(A) EMPLOYEE/UNIT///GROUPINGS/OF/EMPLOYEES/FOR/PURPOSES/OF
REPRESENTATION/IN/COUNTY/EMPLOYEE/RELATIONS/

(5) "EMPLOYEE UNIT" OR "UNIT". ALL EMPLOYEES AS DEFINED IN
SUBSECTION 33-63(3) OF THIS CHAPTER.

(A) POSITION/PAPER/

(6) "POSITION PAPER". A NONBINDING WRITTEN MEMORANDUM REFLECTING ALL
ITEMS DISCUSSED BY THE COUNTY COUNTY AND AN THE EMPLOYEE
ORGANIZATION.

(7) "STATE-COUNTY MERIT SYSTEM EMPLOYEE". A STATE MERIT SYSTEM

EMPLOYEE WHOSE SALARY IS SUPPLEMENTED BY THE COUNTY.

(g) UNIFORMED SERVICES//THOSE/ACTIVITIES/ENGAGED/IN/THE/PROTECTION/OF
LIFE/AND/PROPERTY//LAW/ENFORCEMENT/OR/CORRECTIONAL/ACTIVITIES//AND/WHOSE
EMPLOYEES/HAVE/AS/THEIR/PRIMARY/DUTIES/AND/RESPONSIBILITIES/THE/OPERATIONAL
ACTIVITIES/OF/SUCH/PUBLIC/SAFETY/ACTIVITIES/

33-64. EMPLOYEE RIGHTS.

(b) ~~EACH/EMPLOYEE/SHALL~~ THE EMPLOYEES HAVE THE RIGHT TO BE REPRESENTED BY AN EMPLOYEE ~~ORGANIZATIONS/~~ ORGANIZATION, INCLUDING THE RIGHT TO MEET WITH REPRESENTATIVES OF THE ~~COUNTY~~ COUNTY CONCERNING CONDITIONS OF EMPLOYMENT AND THE RESOLUTION OF GRIEVANCES.

(c) NOTHING IN THIS ARTICLE SHALL PRECLUDE THE RIGHTS OF AN EMPLOYEE TO PURSUE AN INDIVIDUAL GRIEVANCE THROUGH ESTABLISHED ADMINISTRATIVE PROCEDURES OR THROUGH APPEAL TO THE PERSONNEL BOARD, IN THAT NOTHING IN THIS ARTICLE SHALL CIRCUMVENT OR SHALL BE DEEMED TO SUPERSEDE OR ANNUL THE PROVISIONS OF THE LAWS OF THE ~~STATE~~ STATE, THE ~~COUNTY~~ CHARTER COUNTY CHARTER. ~~AND~~ OR THE LAWS AND ORDINANCES OF THE ~~COUNTY~~ COUNTY, INCLUDING THE PERSONNEL REGULATIONS.

(d) NO/EMPLOYEE,/WHO/IS/NOT/A/MEMBER/OF/AN/EMPLOYEE/ORGANIZATION/SHALL
EVER/BE/REQUIRED/TO/BECOME/A/MEMBER/OF/SUCH/AN/ORGANIZATION/OR/TO
PAY/MONEY/TO/SUCH/AN/ORGANIZATION,/EXCEPT/ON/A/PURELY/VOLUNTARY
BASIS/ AN EMPLOYEE WHO IS NOT A MEMBER OF AN EMPLOYEE
ORGANIZATION MUST NEVER BE REQUIRED TO BECOME A MEMBER OF AN EMPLOYEE
ORGANIZATION OR TO PAY MONEY TO AN EMPLOYEE ORGANIZATION EXCEPT ON A
PURELY VOLUNTARY BASIS.

01 33-63/// DETERMINATION/OF/EMPLOYEE/UNITS/

02 (A) THE/CHIEF/ADMINISTRATIVE/OFFICER/SHALL/MAKE/THE/FINAL/DETERMINATION
03 AS/TO/THE/COMPOSITION/OF/EMPLOYEE/UNITS///IN/UNDISPUTED/CASES//THE
04 DETERMINATION/OF/APPROPRIATE/UNITS/SHALL/BE/MADE/BY/THE/CHIEF/ADMINISTRATIVE
05 OFFICER/WITHIN/THIRTY/(30)/CALENDAR/DAYS/AFTER/RECEIPT/OF/A/REQUEST/FOR
06 CERTIFICATION/UNDER/SECTION/33-66/OF/THIS/ARTICLE/

07 (B) EMPLOYEE/UNITS/MAY/BE/ESTABLISHED/ON/THE/BASIS/OF/GROUPINGS/OF
08 EMPLOYEES/WHO/SHARE/A/CLEAR/AND/IDENTIFIABLE/COMMUNITY/OF/INTEREST///SUCH
09 FACTORS/AS/THOSE/EMPLOYEES/SHARING/COMMON/SKILLS,/WORKING/CONDITIONS/
10 PHYSICAL/LOCATIONS,/ORGANIZATIONAL/STRUCTURES/AND/INTEGRATED/WORK/PROCESSES
11 SHALL/BE/CONSIDERED///A/UNIT/SHALL/NOT/BE/ESTABLISHED/SOLELY/ON/THE/BASIS/OF
12 THE/EXTENT/TO/WHICH/EMPLOYEES/IN/A/PROPOSED/UNIT/HAVE/ORGANIZED/

13 (C) DETERMINATION/OF/UNITS/SHALL/BE/MADE/SO/AS/TO/INCLUDE/THE/LARGEST
14 POSSIBLE/NUMBERS/OF/EMPLOYEES/TO/AVOID/PROLIFERATION/AND/FRAGMENTATION/OF
15 REPRESENTATIVE/UNITS///THE/PROVISIONS/OF/THIS/SECTION/SHALL/NOT/PRECLUDE/THE
16 ESTABLISHMENT/OF/ONE/UNIT/TO/REPRESENT/ALL/ELIGIBLE/EMPLOYEES///THE/NUMBER
17 OF/UNITS/CERTIFIED/SHALL/NOT/BE/GREATER/THAN/SEVEN/(7)/

18 (D) UNITS/FOR/EMPLOYEES/OF/THE/UNIFORMED/SERVICES/SHALL/BE/LIMITED/TO
19 EMPLOYEES/IN/THE/RANKS/OF/CORPORAL/OR/EQUIVALENT/RANK/AND/BELOW/

20 (E) IN/CASES/WHERE/THE/MATTERS/OF/UNIT/DETERMINATION/ARE/QUESTIONED/
21 THE/DECISION/OF/THE/CHIEF/ADMINISTRATIVE/OFFICER/SHALL/BE/FINAL/AFTER
22 OPPORTUNITY/IS/PROVIDED/FOR/THOSE/DISPUTING/THE/DETERMINATION/TO/BE/HEARD/BY
23 THE/CHIEF/ADMINISTRATION/OFFICER/

24 33-66/// PROCEDURES/FOR/CERTIFICATION/OF/EMPLOYEE/ORGANIZATIONS/

25 33-65. PROCEDURES FOR CERTIFICATION OF AN EMPLOYEE ORGANIZATION.

26 (a) INITIALLY/OR/WHERE/THERE/IS/NO/OFFICIAL/REPRESENTATIVE/EMPLOYEE
27 ORGANIZATION,/THE/CHIEF/ADMINISTRATIVE/OFFICER/ THE CHIEF ADMINISTRATIVE

01 OFFICER, UPON PETITION OF AN EMPLOYEE ORGANIZATION SHOWING WRITTEN EVIDENCE OF
02 INTEREST BY AT LEAST ~~THIRTY/(30)~~ 30 PERCENT OF THE EMPLOYEES OF THE
03 ~~EMPLOYEE~~ UNIT, SHALL ARRANGE FOR THE CONDUCTING OF A SECRET BALLOT ELECTION
04 TO DETERMINE WHETHER THE EMPLOYEES DESIRE SUCH ORGANIZATION TO ACT AS THEIR
05 REPRESENTATIVE. FOLLOWING SUCH PETITION, THE ~~CHIEF/ADMINISTRATIVE~~
06 ~~OFFICER~~ CHIEF ADMINISTRATIVE OFFICER SHALL GIVE AN APPROPRIATE NOTICE TO
07 THE EMPLOYEES ~~INVOLVED~~.

08 (b) AN EMPLOYEE ORGANIZATION SEEKING TO REPRESENT ~~AN/EMPLOYEE~~ THE UNIT
09 SHALL SUBMIT TO THE PERSONNEL OFFICE A ROSTER OF ITS OFFICERS AND
10 REPRESENTATIVES, A COPY OF ITS CONSTITUTION AND BYLAWS, AND A SCHEDULE OF DUES
11 FOR ITS MEMBERS.

12 (c) ELIGIBILITY TO VOTE IN ANY ELECTION FOR CHOICE OF AN OFFICIAL
13 REPRESENTATIVE SHALL BE LIMITED TO PERSONS WHO ARE EMPLOYEES ~~WHO/ARE/FILLING~~
14 ~~COUNTY/POSITIONS~~ AS OF THE BEGINNING OF THE PAY PERIOD PRECEDING THE
15 ELECTION DATE.

16 (d) ELECTIONS WILL BE CONDUCTED BY THE PERSONNEL OFFICE, WHICH MAY USE
17 THE SERVICES OF THE ~~STATE/DIVISION/OF/LABOR/AND/INDUSTRY~~ STATE DIVISION OF
18 LABOR AND INDUSTRY OR ANY OTHER THIRD PARTY HAVING SIMILAR QUALIFICATIONS.

19 (e) THE BALLOT SHALL CONTAIN THE NAME OF ANY ADDITIONAL EMPLOYEE
20 ORGANIZATION SHOWING TIMELY WRITTEN EVIDENCE OF INTEREST BY AT LEAST
21 ~~TEN/(10)~~ 10 PERCENT OF THE EMPLOYEES WITHIN THE ~~APPROPRIATE/EMPLOYEE~~
22 UNIT. IN EVERY INSTANCE, THE BALLOT SHALL CONTAIN A PROVISION FOR A MARKING
23 OF "NO REPRESENTATION." WHERE MORE THAN ONE ~~(1)~~ EMPLOYEE ORGANIZATION IS
24 ON THE BALLOT AND NO ONE ~~(1)~~ OF THE ORGANIZATIONS RECEIVES A MAJORITY VOTE
25 OF THE EMPLOYEES VOTING, A RUNOFF ELECTION SHALL BE HELD. THE RUNOFF ELECTION
26 SHALL CONTAIN THE ~~TWO/(2)~~ 2 CHOICES WHICH RECEIVED THE LARGEST AND SECOND
27 LARGEST NUMBER OF VOTES IN THE ORIGINAL ELECTION.

01 (f) WHEN AN ORGANIZATION RECEIVES AT LEAST ~~FIFTY/(30)~~ 50 PERCENT OF
02 VALID VOTES CAST IN THE ELECTION, THE ~~CHIEF/ADMINISTRATIVE/OFFICER~~ CHIEF
03 ADMINISTRATIVE OFFICER SHALL CERTIFY IT AS THE OFFICIAL EMPLOYEE ORGANIZATION
04 FOR THE ~~EMPLOYEE~~ UNIT. IF THE MAJORITY VOTE IS FOR "NO REPRESENTATION,"
05 THE CHIEF ADMINISTRATIVE OFFICER SHALL SO CERTIFY.

06 (g) IF, DURING THE 30 DAYS FOLLOWING THE EFFECTIVE DATE OF THIS REVISED
07 ARTICLE, A PETITION IS FILED BY THE INCUMBENT MEET AND CONFER REPRESENTATIVE
08 OF UNIT EMPLOYEES CERTIFIED UNDER THE PRIOR ARTICLE IV OF THIS CHAPTER, AND NO
09 OTHER EMPLOYEE ORGANIZATION FILES A VALID PETITION, AND NO PETITION CALLING
10 FOR AN ELECTION SIGNED BY 20 PERCENT OF UNIT EMPLOYEES HAS BEEN FILED WITH THE
11 CHIEF ADMINISTRATIVE OFFICER, THE INCUMBENT CERTIFIED REPRESENTATIVE SHALL BE
12 CERTIFIED WITHOUT AN ELECTION, PROVIDED IT PRODUCES EVIDENCE, ACCEPTABLE TO
13 THE CHIEF ADMINISTRATIVE OFFICER AND DATED AFTER THE ENACTMENT OF THIS REVISED
14 ARTICLE, THAT A MAJORITY OF THE EMPLOYEES IN THE UNIT DESIRE TO BE REPRESENTED
15 BY THE INCUMBENT REPRESENTATIVE FOR THE PURPOSES OF MEET AND CONFER
16 REPRESENTATION UNDER THE PROVISIONS OF THIS REVISED ARTICLE.

17 (g) (h) THE ~~COUNTY~~ COUNTY SHALL RECOGNIZE AS THE OFFICIAL EMPLOYEE
18 RELATIONS REPRESENTATIVE AN EMPLOYEE ORGANIZATION ~~WHICH~~ THAT HAS BEEN
19 SELECTED IN ACCORDANCE WITH PROCEDURES OUTLINED IN THIS SECTION.

20 (h) (i) RECOGNIZING AN EMPLOYEE ORGANIZATION DOES NOT PRECLUDE THE
21 ~~COUNTY~~ COUNTY FROM DEALING WITH RELIGIOUS, SOCIAL, FRATERNAL, PROFESSIONAL,
22 OR OTHER LAWFUL ASSOCIATIONS WITH RESPECT TO MATTERS OR POLICIES ~~WHICH~~ THAT
23 INVOLVE INDIVIDUAL MEMBERS OF THE ASSOCIATIONS OR ARE OF PARTICULAR
24 APPLICABILITY TO IT OR ITS MEMBERS.

25 (i) (j) NO QUESTION CONCERNING CERTIFICATION MAY BE RAISED BY AN
26 EMPLOYEE OR AN EMPLOYEE ORGANIZATION WITHIN ONE (1) YEAR OF THE DATE OF
27 CERTIFICATION OF AN EMPLOYEE ORGANIZATION OR THE DATE THAT A MAJORITY OF THE

01 EMPLOYEES VOTING VOTED FOR NO REPRESENTATION.

02 ~~(1)~~ (k) THE ~~COUNTY~~ COUNTY MAY, AFTER DISCUSSIONS WITH AN EMPLOYEE
03 ORGANIZATION AND ON THE BASIS OF WRITTEN AUTHORIZATION FROM EACH EMPLOYEE,
04 PROVIDE FOR DEDUCTION FROM THE PAY OF SUCH EMPLOYEE MONIES IN PAYMENT OF
05 MEMBERSHIP DUES IN A DULY CERTIFIED EMPLOYEE ORGANIZATION. SUCH MONIES SHALL
06 BE REMITTED TO THE EMPLOYEE ORGANIZATION.

07 ~~33/67~~ // PROCEDURE FOR DECERTIFICATION OF EMPLOYEE ORGANIZATIONS/

08 33-66. PROCEDURE FOR DECERTIFICATION OF AN EMPLOYEE ORGANIZATION.

09 (a) AN EMPLOYEE ORGANIZATION SHALL BE SUBJECT TO DECERTIFICATION WHEN
10 ~~THIRTY/(30)~~ 30 PERCENT OF THE EMPLOYEES IN THE EMPLOYEE UNIT PETITION
11 FOR THE EMPLOYEE ORGANIZATION TO BE DECERTIFIED. THE PROCEDURES FOR
12 DETERMINING WHETHER, IN FACT, AN EMPLOYEE ORGANIZATION SHALL BE DECERTIFIED
13 SHALL BE THE SAME AS THOSE PRESCRIBED IN SECTION ~~33/66~~ 33-65 FOR THE
14 CERTIFICATION OF AN EMPLOYEE ORGANIZATION, EXCEPT AS PROVIDED IN SUBSECTION
15 (b) OF THIS SECTION.

16 (b) IF AN EMPLOYEE ORGANIZATION FAILS TO ADHERE TO ANY OF THE PROVISIONS
17 OF SECTION ~~33/73~~ 33-72 DEALING WITH EMPLOYEE ORGANIZATION RESPONSIBILITIES,
18 THEN:

19 (1) ITS CERTIFICATION MAY BE REVOKED BY THE ~~CHIEF/ADMINISTRATIVE~~
20 ~~OFFICER~~ CHIEF ADMINISTRATIVE OFFICER AFTER NOTICE AND AN
21 OPPORTUNITY TO BE HEARD; AND

22 (2) IT MAY BE DISQUALIFIED BY THE ~~CHIEF/ADMINISTRATIVE/OFFICER~~
23 CHIEF ADMINISTRATIVE OFFICER FROM PARTICIPATING IN
24 REPRESENTATION ELECTIONS FOR A PERIOD OF UP TO ~~TWO/(2)~~ 2
25 YEARS AFTER NOTICE AND AN OPPORTUNITY TO BE HEARD.

26 ~~33/68~~ 33-67. COSTS OF CONDUCTING ELECTIONS.

27 ANY COST OF CONDUCTING A SECRET BALLOT ELECTION UNDER THIS ARTICLE SHALL

01 BE BORNE ~~FIFTY/(50)~~ 50 PERCENT BY THE ~~COUNTY~~ COUNTY AND ~~FIFTY/(50)~~ 50
02 PERCENT BORNE EQUALLY BY THE EMPLOYEE ORGANIZATION(S) WHOSE NAME(S) APPEAR ON
03 THE BALLOTS.

04 ~~33-69/~~ 33-68. COUNTY-EMPLOYEE ORGANIZATION MEETINGS AND DISCUSSIONS.

05 (a) AN EMPLOYEE ORGANIZATION ~~WHICH~~ THAT HAS BEEN RECOGNIZED BY THE
06 ~~COUNTY~~ COUNTY ~~PURSUANT/TO~~ UNDER SECTION ~~33-66~~ 33-65 OF THIS ARTICLE
07 SHALL BE ENTITLED TO MEET AT REASONABLE TIMES WITH ~~COUNTY~~ COUNTY
08 REPRESENTATIVES TO DISCUSS WITH SUCH REPRESENTATIVES PERSONNEL POLICIES,
09 PRACTICES, AND MATTERS AFFECTING WORKING CONDITIONS OF THE EMPLOYEE UNIT IT
10 REPRESENTS, SO FAR AS DISCUSSIONS MAY BE APPROPRIATE UNDER EXISTING LAWS OR
11 REGULATIONS. THE ~~COUNTY~~ COUNTY SHALL MEET A LEAST ~~TWO/(2)~~ 2 TIMES
12 ANNUALLY WITH ~~EACH~~ THE CERTIFIED EMPLOYEE ORGANIZATION.

13 (b) THE REQUIREMENT TO MEET SHALL NOT OBLIGATE EITHER THE ~~COUNTY~~
14 COUNTY OR ~~AN~~ THE EMPLOYEE ORGANIZATION TO AGREE TO ANY PROPOSAL OR TO MAKE
15 ANY CONCESSION WITH RESPECT TO ANY MATTER DISCUSSED BY THE PARTIES AT SUCH A
16 MEETING. ANY DECISION MADE AT ANY SUCH MEETING IS IN NO WAY BINDING UPON THE
17 PARTIES.

18 (c) THE ~~COUNTY~~ COUNTY AND ~~AN~~ THE EMPLOYEE ORGANIZATION MAY, IF
19 DESIRED, AND AT THE CONCLUSION OF THEIR DISCUSSIONS, JOINTLY OR SEPARATELY,
20 PREPARE WRITTEN POSITION PAPERS ~~WHICH~~ THAT REFLECT FOR FUTURE REFERENCE THE
21 RESPECTIVE POSITIONS OF THE PARTIES ON THE ISSUES DISCUSSED AT SUCH MEETINGS.
22 SUCH POSITION PAPERS SHALL IN NO WAY LEGALLY BIND ANY PARTY TO THE MATTERS
23 EXPRESSED ~~THEREIN/~~ IN THEM, AND THE ~~COUNTY~~ COUNTY SHALL NOT BE OBLIGATED
24 TO CONCUR IN A POSITION PAPER ADDRESSING THE INHERENT RIGHT TO MANAGE THE
25 ~~COUNTY~~ COUNTY GOVERNMENT.

26 ~~33-70/~~ 33-69. EMPLOYEE ORGANIZATION REPRESENTATION OF EMPLOYEE MEMBERS.

27 (a) AN EMPLOYEE WHO IS A MEMBER OF ~~AN~~ THE EMPLOYEE ORGANIZATION MAY

01 REQUEST AND SHALL BE GRANTED THE RIGHT FOR A MEMBER OR REPRESENTATIVE OF SUCH
02 ORGANIZATION TO BE PRESENT IN ANY DISCUSSIONS OR COUNSELING WITH ~~COUNTY~~
03 COUNTY REPRESENTATIVES CONCERNING AN INDIVIDUAL GRIEVANCE.

04 (b) ~~AN~~ THE EMPLOYEE ORGANIZATION MAY SUBMIT A GRIEVANCE CONCERNING ANY
05 DISPUTE INVOLVING A CLAIM OF VIOLATION, MISINTERPRETATION, OR MISAPPLICATION
06 OF THE PERSONNEL REGULATIONS OR WORK PRACTICES OF THE ~~COUNTY~~ COUNTY ON THE
07 SAME BASIS AS PROVIDED FOR INDIVIDUAL GRIEVANCES.

08 ~~33-71/~~ 33-70. DISPUTES.

09 ALL DECISIONS OF THE ~~CHIEF/ADMINISTRATIVE/OFFICER~~ CHIEF ADMINISTRATIVE
10 OFFICER UNDER THE PROVISIONS OF THIS ARTICLE SHALL BE FINAL, SUBJECT TO APPEAL
11 TO THE ~~MERIT/SYSTEM/PROTECTION/BOARD~~ MERIT SYSTEM PROTECTION BOARD WHERE
12 PROVIDED BY LAW.

13 ~~33-72/~~ 33-71. COUNTY RESPONSIBILITIES.

14 IT SHALL BE THE RESPONSIBILITY OF THE ~~COUNTY~~ COUNTY NOT TO:

15 (a) INTERFERE WITH, RESTRAIN, OR COERCE AN EMPLOYEE IN THE EXERCISE OF
16 THE RIGHTS ASSURED BY THIS ARTICLE;

17 (b) ENCOURAGE OR DISCOURAGE MEMBERSHIP IN AN EMPLOYEE ORGANIZATION BY
18 DISCRIMINATION IN REGARD TO HIRING, TENURE, PROMOTION, OR OTHER CONDITIONS OF
19 EMPLOYMENT;

20 (c) SPONSOR, CONTROL, OR OTHERWISE ASSIST ~~AN~~ THE EMPLOYEE
21 ORGANIZATION; EXCEPT, THAT THE ~~COUNTY~~ COUNTY MAY FURNISH CUSTOMARY AND
22 ROUTINE SERVICES AND FACILITIES WHEN CONSISTENT WITH THE BEST INTEREST OF THE
23 ~~COUNTY/~~ COUNTY, ITS EMPLOYEES, AND THE ORGANIZATION, AND WHEN THE SERVICES
24 AND FACILITIES ARE FURNISHED, IF REQUESTED, ON AN IMPARTIAL BASIS TO
25 ORGANIZATIONS HAVING EQUIVALENT STATUS;

26 (d) REFUSE TO ACCORD APPROPRIATE RECOGNITION TO ~~AN~~ THE EMPLOYEE
27 ORGANIZATION QUALIFIED FOR SUCH RECOGNITION; OR

01 (e) REFUSE TO CONSULT, CONFER, OR MEET WITH ~~AN~~ THE EMPLOYEE
02 ORGANIZATION CERTIFIED ~~PURSUANT/TO~~ UNDER THIS ARTICLE.

03 ~~33-73/~~ 33-72. EMPLOYEE ORGANIZATION RESPONSIBILITIES.

04 * * *

05 (b) ATTEMPT TO INDUCE THE ~~COUNTY~~ COUNTY TO COERCE AN EMPLOYEE IN THE
06 EXERCISE OF THE RIGHTS UNDER THIS ARTICLE;

07 (c) COERCE, ATTEMPT TO COERCE, OR DISCIPLINE, FINE, OR TAKE OTHER
08 ECONOMIC SANCTION AGAINST AN EMPLOYEE MEMBER OF AN EMPLOYEE ORGANIZATION AS
09 PUNISHMENT OR REPRISAL, OR FOR THE PURPOSE OF HINDERING OR IMPEDING WORK
10 PERFORMANCE OR THE DISCHARGE OF DUTIES OWED AS AN EMPLOYEE OF THE ~~COUNTY~~
11 COUNTY;

12 (d) CALL OR ENGAGE IN A STRIKE, WORK STOPPAGE, OR SLOWDOWN, PICKET THE
13 ~~COUNTY~~ COUNTY IN CONNECTION WITH A STRIKE, WORK STOPPAGE, OR SLOWDOWN IN A
14 ~~COUNTY-EMPLOYEE~~ COUNTY-EMPLOYEE DISPUTE, OR CONDONE ANY SUCH ACTIVITY BY
15 FAILING TO TAKE AFFIRMATIVE ACTION TO PREVENT OR STOP IT;

16 (e) DISCRIMINATE AGAINST AN EMPLOYEE WITH REGARD TO THE TERMS OR
17 CONDITIONS OF MEMBERSHIP BECAUSE OF RACE, COLOR, RELIGION, CREED, SEX, AGE,
18 NATIONAL ORIGIN, ANCESTRY, OR MARITAL STATUS.

19 33-73. RESERVED.

20 33-74. COST-OF-LIVING ADJUSTMENT.

22 * * *

23
24 (d) THIS SECTION IS AUTOMATICALLY REPEALED UPON CERTIFICATION THAT THE
25 COUNTY MERIT SYSTEM EMPLOYEES IN THE UNITS ESTABLISHED UNDER ARTICLE
26 VII ARE REPRESENTED FOR THE PURPOSE OF COLLECTIVE BARGAINING UNDER
27 ARTICLE VII OF THIS CHAPTER.

01 Sec. 2 3. Sections/33-63A/and/33-74(d)/and Article VII of
02 Chapter 33 are added as follows:

03 ~~33-63A///Applicability/~~

04 ~~Upon/certification/that/the/employees/in/the/units/are/represented/for~~
05 ~~collective/bargaining//this/article/shall/not/apply/to/any/person/~~

06 ~~33-74///Cost-of-living/adjustment/~~

07 (d) ~~This/section/is/automatically/repealed/upon/certification/that/the~~
08 ~~employees/in/the/units/are/represented/for/the/purpose/of~~
09 ~~collective/bargaining/under/Article/VII/of/this/chapter/~~

10 Article VII. County Collective Bargaining.

11 33-101. Declaration of policy.

12 It is the public policy of Montgomery County to promote a harmonious,
13 peaceful, and cooperative relationship between the County government and its
14 employees and to protect the public by assuring, at all times, the responsive,
15 orderly, and efficient operation of County government and services. Since
16 unresolved disputes in public service are harmful to the public and to
17 employees, adequate means should be available for preventing disputes and for
18 resolving them when they occur. To that end, it is in the public interest
19 that employees have the opportunity to bargain collectively over wages, hours,
20 and other terms and conditions of employment, as authorized by Charter Section
21 511, through a representative of their choice, or to refrain from collective
22 bargaining. It is also in the public interest that the County government and
23 a representative of County employees bargain collectively in good faith
24 without interference with the orderly process of government and that they
25 implement any agreements reached through collective bargaining.

26 The County Council also recognizes that employee organizations and the
27 County government each possess substantial means for initiating actions on

wages, hours, and working conditions of employees. Therefore, in order to preserve an appropriate balance between labor and management in the public service, the County Council states that once the employees voluntarily select a representative, collective bargaining shall be used in place of, and not in addition to, existing means for initiating governmental action on subjects that are defined as appropriate for LIKE collective bargaining in this article.

33-102. Definitions.

The following terms have the meaning indicated when used in this article:

(1) "Agency shop" means a provision in a collective bargaining agreement requiring, as a condition of continued employment, that bargaining unit employees pay a service fee not greater than the monthly membership dues uniformly and regularly required by the employee organization of all of its members. An agency shop agreement shall not require an employee to pay initiation fees, assessments, fines, or any other LIKE collections or their equivalent as a condition of continued employment. A collective bargaining agreement shall not require payment of a service fee by any employee who opposes joining or financially supporting an employee organization on religious grounds. However, the COLLECTIVE BARGAINING agreement may require that employee to pay an amount equal to the service fee to a nonreligious, nonunion charity, or to any other charitable organization, agreed to by the employee and the certified representative, WITH PROVISION FOR DISPUTE RESOLUTION IF THERE IS NOT AGREEMENT, and to give to the employer and the certified representative written proof of this payment. THE CERTIFIED REPRESENTATIVE SHALL ADHERE AT ALL TIMES TO ALL FEDERAL ~~CONSTITUTIONAL~~ CONSTITUTIONAL REQUIREMENTS IN ITS ADMINISTRATION OF

01 ANY AGENCY SHOP SYSTEM MAINTAINED BY IT.

02 (2) "Certified representative" means an employee organization chosen to
03 represent EMPLOYEES AS THEIR EXCLUSIVE BARGAINING AGENT IN one or
04 both units AS DEFINED IN SECTION 33-105 in accordance with the
05 procedures of this article.

06 (3) "Collective bargaining" means meeting at reasonable times and
07 places and negotiating in good faith on appropriate subjects as
08 defined under this article. This article shall not be interpreted to
09 compel either party to agree to a proposal or make a concession.

10 (4) "Employee" means any person who works under the County government
11 merit system on a continuous full-time, career or part-time, career
12 basis, except for the following:

13 (A) Confidential aides to elected officials.

14 (B) All persons who are not covered by the County government merit
15 system.

16 (C) Heads of principal departments, offices, and agencies.

17 (D) Deputies and assistants to heads of principal departments,
18 offices, and agencies.

19 (E) Persons who provide direct staff or administrative support to
20 the head of a principal department, office, or agency, or to a
21 deputy or assistant within the immediate office of a head of a
22 principal department, office, or agency.

23 (F) Persons who report directly to or whose immediate supervisor is
24 the County Executive or the Chief Administrative Officer or
25 their principal aides.

26 (G) Persons who work for the office of the County Executive and the
27 office of the Chief Administrative Officer.

01 (H) Persons who work for the County Council.

02 (I) Persons who work for the office of the County Attorney.

03 (J) Persons who work for the Office of Management and Budget.

04 (K) Persons who work for the Personnel Office.

05 (L) Persons who work for the Merit System Protection Board.

06 (M) Persons who work on a temporary, seasonal, or substitute basis.

07 (N) Newly hired persons on probationary status.

08 (O) Persons who work for the police department who are represented
09 by a certified employee organization under Article V of this
10 chapter.

11 (P) Officers in the uniformed services (corrections, fire and
12 rescue, police, office of the sheriff) in the rank of sergeant
13 and above. Subject to any limitations in State law, deputy
14 sheriffs below the rank of sergeant are employees.

15 (Q) Persons who are members of the State merit system.

16 (R) Supervisors, which means persons having authority to do any of
17 the following:

18 (i) Hire, assign, transfer, lay off, recall, promote, evaluate,
19 reward, discipline, suspend, or discharge employees, or
20 effectively to recommend any one of these actions.

21 (ii) Direct the activity of three or more employees.

22 (iii) Adjust or recommend adjustment of grievances.

23 ~~(iii)~~ ~~Adjust or recommend adjustment of grievances.~~

24 (S) Persons in grade 27 or above, whether or not they are
25 supervisors.

26 (5) "Employee organization" means any organization that admits
27 employees to membership and that has as a primary purpose the

01 representation of employees in collective bargaining.

02 (6) "Employer" means the County Executive and his or her designees.

03 (7) "Lockout" means any action that the employer takes to interrupt or
04 prevent the continuity of work properly and usually performed by the
05 employees for the purpose and with the intent of either coercing the
06 employees into relinquishing rights guaranteed by this article or of
07 bringing economic pressure on employees for the purpose of securing
08 the agreement of their certified representative to certain collective
09 bargaining terms.

10 (8) "Mediation" means an effort by the mediator/fact-finder chosen
11 under this article to assist confidentially in resolving, through
12 interpretation, suggestion, and advice, a dispute arising out of
13 collective bargaining between the employer and the certified
14 representative.

15 (9) "Strike" means a concerted failure to report for duty, absence,
16 stoppage of work, or abstinence in whole or in part from the full and
17 faithful performance of the duties of employment with the employer,
18 or deviation from normal or proper work duties or activities, where
19 any of the preceding are done in a concerted manner for the purpose
20 of inducing, influencing, or coercing the employer in the
21 determination, implementation, interpretation, or administration of
22 terms or conditions of employment or of the rights, privileges, or
23 obligations of employment or of the status, recognition, or authority
24 of the employee or an employee organization.

25 (10) "Unit" means either of the units defined in section 33-105.

26 (11) When either the female or the male pronoun appears herein, it is to
27 be read to include both genders.

01 33-103. Labor Relations Administrator.

02 (a) There is established the position of Labor Relations Administrator,
03 to provide for the effective implementation and administration of
04 this article concerning selection, certification and decertification
05 procedures, prohibited practices, and the choice of a mediator/
06 fact-finder. The Labor Relations Administrator shall exercise the
07 following powers and perform the following duties and functions:

- 08 (1) Periodically adopt, amend, and rescind, under method (1) of
09 section 2A-15 of this Code, regulations and procedures for the
10 implementation and administration of the duties of the Labor
11 Relations Administrator under this article.
- 12 (2) Request from the employer or an employee organization, and the
13 employer or such organization may at its discretion provide, any
14 relevant assistance, service, and data that will enable her
15 properly to carry out her duties under this article.
- 16 (3) Hold hearings and make inquiries, administer oaths and
17 affirmations, examine witnesses and documents, take testimony
18 and receive evidence, and compel by issuance of subpoenas the
19 attendance of witnesses and the production of relevant documents.
- 20 (4) Hold and conduct elections for certification or decertification
21 pursuant to the provisions of this article and issue the
22 certification or decertification.
- 23 (5) Investigate and attempt to resolve or settle, as provided in
24 this article, charges of engaging in prohibited practices.
25 However, if the employer and a certified representative have
26 negotiated a valid grievance procedure, the Labor Relations
27 Administrator shall defer to that procedure for the resolution

01 of disputes properly submissible to the procedure absent a
02 showing that the deferral results in the application of
03 principles repugnant to this article. Furthermore, the Labor
04 Relations Administrator shall defer to State procedures in those
05 matters which are governed by the Law-Enforcement Officers' Bill
06 of Rights, Article 27, Sections 727-734D, Annotated Code of
07 Maryland.

08 (6) Determine unresolved issues of a person's inclusion in or
09 exclusion from the units.

10 (7) Obtain any necessary support services and make necessary
11 expenditures in the performance of duties to the extent provided
12 for these purposes in the annual budget of Montgomery County.

13 (8) Exercise any other powers and perform any other duties and
14 functions as may be specified in this article.

15 (b) (1) The Labor Relations Administrator must be a person with
16 experience as a neutral in the field of labor relations and must
17 not be a person who, on account of vocation, employment, or
18 affiliation, can be classed as a representative of the interest
19 of the employer or any employee organization.

20 (2) The first Labor Relations Administrator is appointed by the
21 County Executive, with the confirmation of the County Council,
22 serves for a term of 4 years, and is eligible for reappointment.

23 (3) After the initial term of office of the Labor Relations
24 Administrator provided in subsection (b)(2), the County
25 Executive shall thereafter appoint the Labor Relations
26 Administrator for a term of 5 years from a list of 5 nominees
27 agreed upon by any certified ~~employee~~ representative(s) and

01 the Chief Administrative Officer, which list may include the
02 incumbent Labor Relations Administrator. Such appointment must
03 be confirmed by the County Council. If the County Council does
04 not confirm the appointment, the new appointment shall be from a
05 new agreed list of 5 nominees. Should there be no certified
06 representative, the Labor Relations Administrator shall be
07 appointed under the procedure and for the term set forth in
08 subsection (b)(2).

09 (c) The Labor Relations Administrator will be paid a daily fee as set
10 forth by contract with the County, and will be reimbursed for
11 necessary expenses.

12 33-104. Employee rights.

13 (a) Employees have the right to:

14 (1) form, join, support, contribute to, or participate in, or to
15 refrain from forming, joining, supporting, contributing to, or
16 participating in, any employee organization or its lawful
17 activities; and

18 (2) be represented fairly by their certified representative, if any.

19 (b) The employer has the duty to extend to the certified representative
20 the exclusive right to represent the employees for the purposes of
21 collective bargaining, including the orderly processing and
22 settlement of grievances as agreed by the parties in accordance with
23 this article.

24 (c) A certified representative serves as the EXCLUSIVE bargaining agent
25 for all employees in the unit for which it is certified and has the
26 duty to represent fairly and without discrimination all employees in
27 the unit without regard to whether the employees are members of the

01 employee organization, pay dues or other contributions to it, or
02 participate in its affairs. However, it is not a violation of this
03 duty for a certified representative to seek enforcement of an agency
04 shop provision in a valid collective bargaining agreement.

05 (d) The right of a certified representative to receive voluntary dues or
06 service fee deductions or agency shop provisions shall be determined
07 through negotiations, unless the authority to negotiate these
08 provisions has been suspended under this article. A collective
09 bargaining agreement may not include a provision requiring membership
10 in, participation in the affairs of, or contributions to an employee
11 organization other than an agency shop provision.

12 33-105. Units for collective bargaining.

13 (a) There are two units for collective bargaining and for purposes of
14 certification and decertification. Persons in these units are all
15 County government merit system employees working on a continuous
16 full-time, career or part-time, career basis, excluding the
17 categories listed as exceptions to the definition of employee in
18 section 33-102(4) of this article. The employees are divided into 2
19 units in accordance with the following descriptions:

20 (1) Service, labor, and trades (SLT) unit. This unit is composed
21 of all eligible classes that are associated with service/
22 maintenance and skilled crafts. This means job classes in which
23 workers perform duties that result in or contribute to the
24 comfort and convenience of the general public or that contribute
25 to the upkeep and care of buildings, facilities, or grounds of
26 public property. Workers in this group may operate specialized
27 machinery or heavy equipment. These job classes may also

01 require special manual skill and a thorough and comprehensive
02 knowledge of the processes involved in the work that is acquired
03 through on the job training and experience or through
04 apprenticeship or other formal training programs.

05 (2) Office, professional, and technical (OPT) unit. This unit is
06 composed of all eligible classes associated with office,
07 professional, paraprofessional, and technical functions.

08 (A) Office. Job classes in which workers are responsible
09 for internal and external communication, recording and
10 retrieval of data and/or information, and other paperwork
11 required in an office.

12 (B) Professional. Job classes that require special and
13 theoretical knowledge that is usually acquired through
14 college training or through work experience and other
15 training that provides comparable knowledge.

16 (C) Paraprofessional. Job classes in which workers perform,
17 in a supportive role, some of the duties of a professional
18 or technician. These duties usually require less formal
19 training and/or experience than is normally required for
20 professional or technical status.

21 (D) Technical. Job classes that require a combination of
22 basic scientific or technical knowledge and manual skill
23 that can be obtained through specialized post secondary
24 school education or through equivalent on the job training.

25 (b) Specific job classes included in these units of representation, and
26 not otherwise excluded under section 33-102(4), shall be based on the
27 designations made by the Chief Administrative Officer under the prior

01 meet and confer process. In the event a new classification is
02 created by the County, or an existing classification's duties and
03 responsibilities are substantially changed, the County Personnel
04 Director must place the classification in one of the units or state
05 that the classification falls within one of the exceptions to the
06 definition of employee under this article within 60 days of the
07 creation or substantial alteration of the class and must publish the
08 decision in the Montgomery County Register. Any individual or
09 certified representative disagreeing with the decision of the
10 Personnel Director may, within 10 days of publication, file
11 objections to the decision with the Labor Relations Administrator,
12 with notice to the Personnel Director.

13 The Labor Relations Administrator shall promptly decide the
14 question on the basis of the duties and responsibilities of the job
15 classification, the unit definition, and the community of interests
16 between and among employees in the job classification and collective
17 bargaining unit.

18 33-106. Selection, certification, and decertification procedures.

19 (a) The certification or decertification of an employee organization as
20 the representative of a unit for the purpose of collective bargaining
21 shall be initiated in accordance with the following procedures:

22 (1) Any employee organization seeking certification as
23 representative of a unit shall file a petition with the Labor
24 Relations Administrator stating its name, address, and its
25 desire to be certified. The employee organization shall also
26 send a copy of the petition, ~~not~~ including ~~the/names~~ A
27 COPY OF THE SIGNATURES of the supporting employees ON THE

PETITION, to the employer. The petition shall contain the uncoerced signatures of 30 percent of the employees within the unit signifying their desire to be represented by the employee organization for purposes of collective bargaining.

(2) If an employee organization has been certified, an employee within the unit may file a petition with the Labor Relations Administrator for decertification of this certified representative. The employee shall also send a copy of the petition to the employer and the certified representative, not including the names of the supporting employees. The petition shall contain the uncoerced signatures of 30 percent of the employees within the unit alleging that the employee organization presently certified is no longer the choice of the majority of the employees in the unit.

(3) Petitions may be filed within 30 days following the date on which this article becomes effective. Thereafter, if a lawful collective bargaining agreement is not in effect, petitions may be filed between September 1 and September 30 of any year, but not sooner than 22 months after an election held under this section.

(4) If a lawful collective bargaining agreement is in effect, a petition filed under this section shall not be entertained unless it is filed during September of the final year of the agreement.

(b) If the Labor Relations Administrator determines that a petition is properly supported and timely filed, she shall cause an election of all eligible employees to be held within a reasonable time, but no

01 later than October 20 of any year, to determine if and by whom the
02 employees wish to be represented, as follows:

03 (1) All elections shall be conducted under the supervision of the
04 Labor Relations Administrator and shall be conducted by secret
05 ballot at the time and place that she directs. The Labor
06 Relations Administrator may select and retain the services of an
07 agency of the State of Maryland RESPONSIBLE FOR CONDUCTING LABOR
08 ELECTIONS, or a similarly neutral body, to assist in conducting
09 the election.

10 (2) The election ballots shall contain, as choices to be made by the
11 voter, the names of the petitioning or certified employee
12 organization, the name or names of any other employee
13 organization showing written proof at least 10 days before the
14 election of at least 10 percent representation of the employees
15 within the unit IN THE SAME MANNER AS DESCRIBED IN PARAGRAPH
16 (a)(1) OF THIS SECTION, and a choice that the employee does not
17 desire to be represented by any of the named employee
18 organizations.

19 (3) The employer and each party to the election may be represented
20 by observers selected in accordance with limitations and
21 conditions that the Labor Relations Administrator may prescribe.

22 (4) Observers may challenge for good cause the eligibility of any
23 person to vote in the election. Challenged ballots shall be
24 impounded pending either agreement of the parties as to the
25 validity of the challenge or the Labor Relations Administrator's
26 decision as to the validity of the challenge, unless the number
27 of challenges is not determinative, in which case the challenged

ballots shall be destroyed.

(5) After the polls have been closed, the valid ballots cast shall be counted by the Labor Relations Administrator in the presence of the observers.

(6) The Labor Relations Administrator shall immediately prepare and serve upon the employer and each of the parties a report certifying the results of the election. If an employee organization receives the votes of a majority of the employees who voted, the Labor Relations Administrator shall certify the employee organization so elected as the exclusive agent.

(7) If no employee organization receives the votes of a majority of the employees who voted, the Labor Relations Administrator shall not certify a representative. Unless a majority of the employees who vote choose "no representative", a runoff election shall be conducted. The runoff election shall contain the 2 choices that received the largest and second largest number of votes in the original election.

(c) The Labor Relations Administrator's certification of results is final unless within 7 days after service of the report and the certification, any party serves on all other parties and files with the Labor Relations Administrator objections to the election. Objections shall be verified and shall contain a concise statement of facts constituting the grounds for the objections. The Labor Relations Administrator shall investigate the objections and, if substantial factual issues exist, shall hold a hearing. Otherwise, she may determine the matter without a hearing. The Labor Relations Administrator may invite, either by rule or by invitation, written or

01 oral argument to assist her in determining the merits of the
02 objections. If the Labor Relations Administrator finds that the
03 election was conducted in substantial conformity with this article,
04 she shall confirm the certification initially issued. If the Labor
05 Relations Administrator finds that the election was not held in
06 substantial conformity with this article, then she shall hold another
07 election under this section.

08 (d) The cost of conducting an election shall be paid by the County.

09 (e) If, during the 30 days following the effective date of this article,
10 a petition is filed by the incumbent representative of unit employees
11 certified under Article IV of this chapter, and no other employee
12 organization files a valid petition, and no petition calling for an
13 election signed by ~~10~~ 20 percent of unit employees has been filed
14 with the Labor Relations Administrator, the incumbent certified
15 representative shall be certified without an election, provided it
16 produces evidence, acceptable to the Labor Relations Administrator
17 and dated after the enactment of this article, that a majority of the
18 employees in the unit desire to be represented by the incumbent
19 representative for the purposes of collective bargaining under the
20 provisions of this article.

21 33-107. Collective bargaining.

22 (a) Duty to bargain; matters subject to bargaining.

23 Upon certification of an employee organization, the employer and the
24 certified representative have the duty to bargain collectively with
25 respect to the following subjects:

26 (1) Salary and wages, including the percentage of the increase in
27 the salary and wages budget that will be devoted to merit

01 increments and cash awards, provided that salaries and wages
02 shall be uniform for all employees in the same classification.

03 (2) ~~With/respect/to/pension/and/retirement/benefits,/only/defined+~~
04 ~~contribution/plans/for/new/employees/or/current/employees/who~~
05 ~~choose/to/transfer/from/a/defined+benefit/plan,/provided/that~~
06 ~~bargaining/rights/regarding/such/plans/will/not/accrue/unless~~
07 ~~and/until/the/County/has/enacted/a/law/establishing/such/plans/~~
08 PENSION AND OTHER RETIREMENT BENEFITS SHALL BE NEGOTIABLE, FOR
09 ACTIVE EMPLOYEES ONLY, ONE YEAR AFTER THE EFFECTIVE DATE OF THIS
10 ARTICLE.

11 (3) Employee benefits such as insurance, leave, holidays, and
12 vacations. ~~//but/not/inclluding/pension/and/retirement/benefits~~
13 ~~except/to/the/extent/stated/in/subsection/(a)(2)/~~

14 (4) Hours and working conditions.

15 (5) Provisions for the orderly processing and settlement of
16 grievances concerning the interpretation and implementation of a
17 collective bargaining agreement, which may include:

18 (A) binding third party arbitration, provided that the
19 arbitrator shall have no authority to amend, add to, or
20 subtract from the provisions of the collective bargaining
21 agreement; and

22 (B) provisions for exclusivity of forum.

23 (6) Matters affecting the health and safety of employees.

24 (7) Amelioration of the effect on employees when the exercise of
25 employer rights listed in subsection (b) causes a loss of
26 existing jobs in the unit.
27

(b) Employer rights.

This article and any agreement made under it shall not impair the right and responsibility of the employer to perform the following:

(1) Determine the overall budget and mission of the employer and any agency of County government.

(2) Maintain and improve the efficiency and effectiveness of operations.

(3) Determine the services to be rendered and the operations to be performed.

(4) Determine the overall organizational structure, methods, processes, means, job classifications, and personnel by which operations are to be conducted and the location of facilities.

(5) Direct and supervise employees.

(6) Hire, select, and establish the standards governing promotion of employees, and classify positions.

(7) Relieve employees from duties because of lack of work or funds, or under conditions when the employer determines continued work would be inefficient or nonproductive.

(8) Take actions to carry out the mission of government in situations of emergency.

(9) Transfer, assign, and schedule employees.

(10) Determine the size, grades, and composition of the work force.

(11) Set the standards of productivity and technology.

(12) Establish employee performance standards and evaluate employees, except that evaluation procedures shall be a subject for bargaining.

(13) Make and implement systems for awarding outstanding service

01 increments, extraordinary performance awards, and other merit
02 awards.

03 (14) Introduce new or improved technology, research, development, and
04 services.

05 (15) Control and regulate the use of machinery, equipment, and other
06 property and facilities of the employer, subject to subsection
07 (a)(6) of this section.

08 (16) Maintain internal security standards.

09 (17) Create, alter, combine, contract out, or abolish any job
10 classification, department, operation, unit, or other division
11 or service, provided that no contracting of work which will
12 displace employees may be undertaken by the employer unless 90
13 days prior to signing the contract, OR SUCH OTHER DATE OF NOTICE
14 AS AGREED BY THE PARTIES, written notice has been given to the
15 certified representative.

16 (18) Suspend, discharge, or otherwise discipline employees for cause,
17 except that, subject to Charter section 404, any such action may
18 be subject to the grievance procedure set forth in the
19 collective bargaining agreement.

20 (19) Issue and enforce rules, policies, and regulations necessary to
21 carry out these and all other managerial functions which are not
22 inconsistent with this law, Federal or State law, or the terms
23 of the collective bargaining agreement.

24 (c) **Exemption.**

25 This article shall not be construed to limit the discretion of
26 the employer voluntarily to discuss with the representatives of its
27 employees any matter concerning the employer's exercise of any of the

01 rights set forth in this section. However, these matters shall not
02 be subject to bargaining.

03 (d) The public employer rights set forth in this section are to be
04 considered a part of every agreement reached between the employer and
05 an employee organization.

06 33-108. Bargaining, impasse, fact-finding, and legislative procedures.

07 (a) Collective bargaining shall begin no later than November 1 before the
08 beginning of a fiscal year for which there is no agreement between
09 the employer and the certified representative (EXCEPT THAT IN 1986,
10 COLLECTIVE BARGAINING MAY BEGIN AS LATE AS DECEMBER 1) and shall be
11 finished on or before January 15. The resolution of a bargaining
12 impasse or fact-finding shall be finished by February 1.

13 (b) Any provision for automatic renewal or extension of a collective
14 bargaining agreement is void. An agreement is not valid if it
15 extends for less than one year or for more than 3 years. All
16 agreements become effective July 1 and end June 30.

17 (c) A collective bargaining agreement becomes effective only after
18 ratification by the employer and by the certified representative.
19 The certified representative may provide its own rules for
20 ratification procedures.

21 (d) Before November 10 of any year in which the employer and the
22 certified representative bargain collectively, the Labor Relations
23 Administrator shall appoint a mediator/fact-finder, who may be a
24 person recommended to her by both parties. The mediator/fact-finder
25 shall be available during the period from January 2 to February 1.
26 Fees and expenses of the mediator/fact-finder shall be shared equally
27 by the employer and the certified representative.

- 01 (e) (1) During the course of collective bargaining, either party may
02 declare an impasse and request the services of the
03 mediator/fact-finder, or the parties may jointly request his
04 services before declaration of an impasse. If the parties do
05 not reach an agreement by January 15, an impasse exists.
- 06 (2) The dispute shall be submitted to the mediator/fact-finder
07 whenever an impasse has been reached, or before that as provided
08 in subsection (e)(1). The mediator/fact-finder shall engage in
09 mediation by bringing the parties together voluntarily under
10 such favorable circumstances as will tend to bring about the
11 settlement of the dispute.
- 12 (3) If and when the mediator/fact-finder finds in his sole
13 discretion that the parties are at a bona fide impasse, he shall
14 implement the following fact-finding process:
- 15 (A) He shall require the parties to submit jointly a
16 memorandum of all items previously agreed upon, and
17 separate memoranda of their proposals on all items not
18 previously agreed upon.
- 19 (B) He may require the parties to submit evidence or make oral
20 or written argument in support of their proposals. He may
21 hold a hearing for this purpose at a time, date, and place
22 selected by him. This hearing shall not be open to the
23 public.
- 24 (C) On or before February 1, the mediator/fact-finder shall
25 issue a report of his findings of fact and recommendations
26 on those matters still in dispute between the parties.
27 The report shall be submitted to the parties but shall not

01 be made public at this time.

02 (D) In making findings of fact and recommendations, the
03 mediator/fact-finder may take into account only the
04 following factors:

05 (i) Past collective bargaining agreements between the
06 parties, including the past bargaining history that
07 led to the agreements, or the pre-collective
08 bargaining history of employee wages, hours,
09 benefits, and working conditions.

10 (ii) Comparison of wages, hours, benefits, and
11 conditions of employment of similar employees of
12 other public employers in the Washington
13 Metropolitan Area and in Maryland.

14 (iii) Comparison of wages, hours, benefits, and
15 conditions of employment of other Montgomery County
16 personnel.

17 (iv) Wages, benefits, hours, and other working
18 conditions of similar employees of private
19 employers in Montgomery County.

20 (v) The interest and welfare of the public.

21 (vi) The ability of the employer to finance economic
22 adjustments and the effect of the adjustments upon
23 the normal standard of public services provided by
24 the employer.

25 (f) After receiving the report of the mediator/fact-finder, the parties
26 shall meet again to bargain. If 10 days after the parties receive
27 the report they have not reached full agreement, or if either party

01 does not accept, in whole or in part, the recommendations of the
02 mediator/fact-finder, the report of the mediator/fact-finder, WITH
03 RECOMMENDATIONS ON AGREED ITEMS DELETED, shall be made public by
04 sending it to the Council. The mediator/fact-finder shall also send
05 the Council the joint memorandum of items agreed upon, up-dated with
06 any items later agreed upon. The parties shall also send to the
07 Council separate memoranda stating their positions on matters still
08 in dispute.

09 (g) The budget that the employer submits to the Council shall include the
10 items that have been agreed to, as well as the employer's position on
11 matters still in dispute. Any agreed OR DISPUTED term or condition
12 submitted to the Council that requires an appropriation of funds, or
13 the enactment, repeal, or modification of any County law or
14 regulation, OR WHICH HAS OR MAY HAVE A PRESENT OR FUTURE FISCAL
15 IMPACT, MAY BE ACCEPTED OR REJECTED IN WHOLE OR IN PART BY THE
16 COUNCIL. SUCH TERMS OR CONDITIONS shall be identified to the Council
17 by ~~the/employer~~ EITHER OR BOTH PARTIES. The employer shall make a
18 good faith effort to have THE COUNCIL TAKE ACTION TO IMPLEMENT any
19 term or condition ~~that/has/been~~ TO WHICH THE PARTIES HAVE agreed
20 ~~to/implemented/by/Council/action~~.

21 (h) The Council may hold a public hearing to enable the parties and the
22 public to testify on the agreement and the recommendations for
23 resolving bargaining disputes.

24 (i) On or before April 15, the Council shall indicate by a majority vote
25 its intention to appropriate or otherwise implement the items that
26 have been agreed to, or its intention not to do so, and shall state
27 its reasons for any intent to reject any part of the items, OF THE

01 KIND SPECIFIED IN SUBSECTION (g), that have been agreed to. The
02 Council shall also indicate by a majority vote its position on
03 disputed matters WHICH COULD REQUIRE AN APPROPRIATION OF FUNDS OR
04 ENACTMENT, REPEAL, OR MODIFICATION OF ANY COUNTY LAW OR REGULATION,
05 OR WHICH HAVE PRESENT OR FUTURE FISCAL IMPACT.

06 (j) Then the Council shall designate a representative to meet with the
07 parties and present the Council's views in the parties' further
08 ~~negotiations~~ NEGOTIATION on disputed matters and/or agreed matters
09 that the Council has indicated its intention to reject. The results
10 of the negotiation, whether a complete or a partial agreement, shall
11 be submitted to the Council on or before May 1. The Council may
12 extend this deadline for no more than one week. Any agreement shall
13 provide for automatic reduction or elimination of wage and/or
14 benefits adjustments if:

15 (1) the Council does not take action necessary to implement the
16 agreement, or a part of it;

17 (2) funds are not appropriated; or

18 (3) lesser amounts than those stated in the agreement are
19 appropriated.

20 (k) The Council shall take whatever actions it considers required by the
21 public interest with respect to matters still in dispute between the
22 parties. However, those actions shall not be part of the agreement
23 between the parties unless the parties specifically incorporate them
24 in the agreement.

25 33-109. Prohibited practices.

26 (a) The employer or its agents or representatives are prohibited from any
27 of the following:

- 01 (1) Interfering with, restraining, or coercing employees in the
02 exercise of any rights granted to them under this article.
- 03 (2) Dominating or interfering with the formation or administration
04 of any employee organization or contributing financial or other
05 support to it, under an agreement or otherwise. However, the
06 employer and a certified representative may agree to and apply
07 an agency shop provision under this article and a voluntary dues
08 or service fee deduction provision, and may agree to reasonable
09 use of County facilities for communicating with employees.
- 10 (3) Encouraging or discouraging membership in any employee
11 organization by discriminating in hiring, tenure, wages, hours,
12 or conditions of employment. However, nothing in this article
13 precludes an agreement from containing a provision for an agency
14 shop.
- 15 (4) Discharging or discriminating against a public employee because
16 she or he files charges, gives testimony, or otherwise lawfully
17 aids in the administration of this article.
- 18 (5) Refusing to bargain collectively with the certified
19 representative.
- 20 (6) Refusing to reduce to writing or refusing to sign a bargaining
21 agreement that has been agreed to in all respects.
- 22 (7) Refusing to process or arbitrate a grievance if required under a
23 grievance procedure contained in a collective bargaining
24 agreement.
- 25 (8) Directly or indirectly opposing the appropriation of funds or
26 the enactment of legislation by the County Council to implement
27 an agreement reached between the employer and the certified

01 representative under this article.

02 (9) Engaging in a lockout of employees.

03 (b) Employee organizations, their agents, representatives, and persons
04 who work for them are prohibited from any of the following:

05 (1) Interfering with, restraining, or coercing the employer or
06 employees in the exercise of any rights granted under this
07 article.

08 (2) Restraining, coercing, or interfering with the employer in the
09 selection of its representative for the purposes of collective
10 bargaining or the adjustment of grievances.

11 (3) Refusing to bargain collectively with the employer if the
12 employee organization is the certified representative.

13 (4) Refusing to reduce to writing or refusing to sign a bargaining
14 agreement which has been agreed to in all respects.

15 (5) Hindering or preventing, by threats of violence, intimidation,
16 force, or coercion of any kind, the pursuit of any lawful work
17 or employment by any person, public or private, or obstructing
18 or otherwise unlawfully interfering with the entrance to or exit
19 from any place of employment, or obstructing or unlawfully
20 interfering with the free and uninterrupted use of public roads,
21 streets, highways, railways, airports, or other ways of travel
22 or conveyance by any person, public or private.

23 (6) Hindering or preventing by threats, intimidation, force,
24 coercion or sabotage, the obtaining, use, or disposition of
25 materials, supplies, equipment, or services by the employer.

26 (7) Taking or retaining unauthorized possession of property of the
27 employer, or refusing to do work or use certain goods or

01 materials as lawfully required by the employer.

02 (8) Causing or attempting to cause the employer to pay or deliver or
03 agree to pay or deliver any money or other thing of value, in
04 the nature of an exaction, for services which are neither
05 performed nor to be performed.

06 (c) A charge of prohibited practice may be filed by the employer, an
07 employee organization, or any individual employee. The charge or
08 charges shall be filed with the Labor Relations Administrator, and
09 copies shall be sent to the party alleged to have committed a
10 prohibited practice. All charges shall contain a statement of facts
11 sufficient to enable the Labor Relations Administrator to investigate
12 the charge. The Labor Relations Administrator may request withdrawal
13 of and, if necessary, summarily dismiss charges if they are
14 insufficiently supported in fact or in law to warrant a hearing. The
15 Labor Relations Administrator has the authority to maintain whatever
16 independent investigation she determines is necessary and to develop
17 regulations for an independent investigation. If, upon
18 investigation, the Labor Relations Administrator finds that a charge
19 is sufficiently supported to raise an issue of fact or law, she
20 shall, if she is unable to achieve settlement or resolution of the
21 matter, hold a hearing on the charge after notification to the
22 parties. In any hearing, charging parties shall present evidence in
23 support of the charges, and the party or parties charged shall have
24 the right to file an answer to the charges, to appear in person or
25 otherwise and to present evidence in defense against the charges.

26 (d) If the Labor Relations Administrator determines that the person
27 charged has committed a prohibited practice, she shall make findings

01 of fact and conclusions of law and may issue an order requiring the
02 person charged to cease and desist from the prohibited practice, and
03 may take affirmative actions that will remedy the violation of this
04 article. Remedies of the Labor Relations Administrator include
05 reinstating employees with or without back pay, making employees
06 whole for any loss relating to County employment suffered as a result
07 of any prohibited practices, or withdrawing or suspending the
08 employee organization's authority to negotiate or continue an agency
09 shop provision or a voluntary dues or service fee deduction
10 provision. If the Labor Relations Administrator finds that the party
11 charged has not committed any prohibited practices, she shall make
12 findings of fact and conclusions of law and issue an order dismissing
13 the charges.

14 (e) The Labor Relations Administrator shall not receive or entertain
15 charges based upon an alleged prohibited practice occurring more than
16 6 months before the filing of the charge.

17 33-110. Expression of views.

18 (a) The expression or dissemination of any views, argument, or opinion,
19 whether orally, in writing, or otherwise, does not constitute and is
20 not evidence of a prohibited practice under any of the provisions of
21 this law, nor is it grounds for invalidating any election conducted
22 under this law if the expression or dissemination does not contain a
23 threat of reprisal or promise of benefit.

24 (b) Recognizing an employee organization does not preclude the County
25 from dealing with religious, social, fraternal, professional, or
26 other lawful associations with respect to matters or policies that
27 involve individual members of the associations or are of particular

01 applicability to it or its members.

02 33-111. Strikes and lockouts.

03 (a) An employee or employee organization shall not either directly or
04 indirectly cause, instigate, encourage, condone, or engage in any
05 strike, nor the employer in any lockout. An employee or employee
06 organization shall not obstruct, impede, or restrict, either directly
07 or indirectly, any attempt to terminate a strike.

08 (b) The employer shall not pay, reimburse, make whole, or otherwise
09 compensate any employee for or during the period when that employee
10 is directly or indirectly engaged in a strike, nor shall the employer
11 thereafter compensate an employee who struck for wages or benefits
12 lost during the strike.

13 (c) If an employee or employee organization violates the provisions of
14 this section, the employer, after adequate notice and a fair hearing
15 before the Labor Relations Administrator who finds that the
16 violations have occurred and finds that any or all of the following
17 actions are necessary in the public interest, may impose any of the
18 following sanctions, subject to the Law-Enforcement Officers' Bill of
19 Rights, Article 27, Sections 727-734D, Annotated Code of Maryland:

20 (1) Impose disciplinary action, including dismissal from employment,
21 on employees engaged in the conduct.

22 (2) Terminate or suspend the employee organization's dues deduction
23 privilege, if any.

24 (3) Revoke the certification of and disqualify the employee
25 organization from participation in representation elections for
26 a period up to a maximum of 2 years.

27 (d) This article does not prohibit an employer or a certified employee

01 organization from seeking any remedy available in a court of
02 competent jurisdiction.

03 33-112. Effect of prior enactments.

04 ~~Any law, executive orders, or regulations adopted by the County and any~~
05 ~~department or agency of the County that are or may be considered~~
06 ~~inconsistent with the provisions of this article shall not be held to be~~
07 ~~repealed or modified until they are specifically repealed or modified by the~~
08 ~~County or any department or agency of the County.~~

09 (a) NOTHING CONTAINED IN THIS ARTICLE SHALL BE CONSTRUED TO REPEAL ANY
10 LAW, EXECUTIVE ORDER, RULE, OR REGULATION ADOPTED BY THE COUNTY OR
11 ANY OF ITS DEPARTMENTS OR AGENCIES THAT IS NOT INCONSISTENT WITH THE
12 PROVISIONS OF THIS ARTICLE.

13 (b) ANY EXECUTIVE ORDER, RULE, OR REGULATION OF THE COUNTY OR ANY OF ITS
14 DEPARTMENTS OR AGENCIES THAT REGULATES ANY SUBJECT THAT IS
15 BARGAINABLE UNDER THIS ARTICLE SHALL NOT BE HELD TO BE REPEALED OR
16 MODIFIED BY A PROVISION OF A COLLECTIVE BARGAINING AGREEMENT
17 NEGOTIATED UNDER THIS ARTICLE EXCEPT TO THE EXTENT THAT THE
18 APPLICATION OF THE ORDER, RULE, OR REGULATION IS INCONSISTENT WITH
19 THE PROVISION IN THE COLLECTIVE BARGAINING AGREEMENT. HOWEVER, IF
20 THE INCONSISTENT ORDER, RULE, OR REGULATION IS SUBJECT TO AND HAS
21 RECEIVED COUNCIL APPROVAL, THE COLLECTIVE BARGAINING AGREEMENT SHALL
22 NOT GOVERN UNLESS THE ORDER, RULE, OR REGULATION WAS IDENTIFIED TO
23 THE COUNCIL BY THE PARTIES PRIOR TO THE COUNCIL'S RATIFICATION OF THE
24 COLLECTIVE BARGAINING AGREEMENT, AS REQUIRED BY SECTION 33-108(g); OR
25 UNLESS THE ORDER, RULE, OR REGULATION IS REPEALED OR MODIFIED BY THE
26 COUNCIL.

Enacted Bill No. 19-86, Draft No. 3, dated June 19, 1986, as amended by a roll-call vote

YEAS: Crenca, Fosler, Gelman, Gudis, Sculll Potter, Hanna.

MISCELLANEOUS BUSINESS

SUBJECT: Bill No. 36-86, Room Rental and Transient Tax - Exemption

ISSUES DISCUSSED: The amendments to the bill as set forth in the memorandum, dated June 19, 1986, from Senior Assistant County Attorney Malone; Mr. Scull's suggestion to include an amendment to provide an exemption from any County tax in situations where the cost to collect the tax is more than the tax; Ms. Crenca's request that the staff review whether there are religious organizations owning chains of hotels as it has come to her attention that certain nonprofit organizations own profitmaking organizations and therefore should be not be entitled to the room rental tax exemption.

ACTION: Introduced the amendments as set forth in the memorandum earlier referenced from County Attorney Malone, dated June 19, 1986, as amended by Mr. Scull to change a section number to provide an exemption from any County tax where the cost to collect such a tax is more than the actual tax, rather than just an exemption from the room rental tax

by motion of Vice President Potter, without objection,
Councilmember Gelman temporarily absent.

The meeting adjourned at 12:50 P.M.

This is an accurate account of the meeting.



Kathleen A. Freedman, Secretary
County Council